

REQUEST FOR PROPOSALS
for
Assistance with FEMA-PA and HMGP Project Review for NYS's Storm Recovery
Program

RELEASED:
Friday, October 25, 2013

RESPONSES MUST BE RECEIVED BY 3 P.M. (EST),
Monday, November 18, 2013

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1. BACKGROUND AND SUMMARY

A. Purpose of the Request for Proposals (RFP)

The New York State Housing Trust Fund Corporation (HTFC) seeks proposals from qualified firms to review and evaluate storm recovery projects that may be eligible to utilize Community Development Block Grant Disaster Recovery (CDBG-DR) funds to pay the required non-federal match for Federal Emergency Management Agency -Public Assistance (FEMA-PA), Hazard Mitigation Grant (HMGP) Programs in addition to disaster related recovery programs funded by the Environmental Protection Agency (EPA) , Federal Highway Administration (FHWA), Federal Transit Authority (FTA) and United States Army Corps of Engineers (USACE) which New York State has utilized and needed as a result of Hurricane Sandy (4085), Hurricane Irene (4020) and Tropical Storm Lee (4031).

The selected firm will:

1. Establish policies and procedures to determine project eligibility for CDBG-DR based on guidance provided by HTFC/Governor's Office of Storm Recovery, primarily for projects that are also funded with FEMA-PA and HMGP funds;
2. Develop and establish a data warehouse, file structure and reporting mechanism necessary to ensure that the match program complies with HUD CDBG-DR regulations;
3. Review FEMA project worksheets (PW's) and other Federal work orders to determine CDBG-DR eligibility for activities undertaken in response to Hurricane Sandy, Hurricane Irene and Tropical Storm Lee. The prioritization order of project reviews will be relayed by the HTCF/Governor's Office of Storm Recovery to the selected firm; and
4. Based on a review of EPA, FEMA, FHWA, FTA, and USACE rules and CDBG-DR regulations, make recommendations to HTFC on which projects are ready and eligible for CDBG-DR match reimbursement.

All proposals are subject to the conditions herein stated and attached hereto, and must be received as described in Section 5 no later than 3 P.M., Eastern Standard Time, **Friday, November 15, 2013.**

B. Background

In late October 2012, the largest storm in New York State's recorded history made landfall. Hurricane Sandy's effect was devastating, causing widespread damage to lives, homes, businesses, core infrastructure, government property and an economy just recovering from the financial crisis. Fourteen counties were declared Federal disaster areas. Sixty New Yorkers died and two million customers lost power with some blackouts lasting up to three weeks. The storm damaged or destroyed as many as 300,000 housing units, affected or closed over 2,000 miles of roads, produced catastrophic flooding in subways and tunnels, and damaged major power transmission systems.

Hurricane Sandy's impact was particularly tragic coming on the heels of Hurricane Irene and Tropical Storm Lee, which in 2011 devastated many communities in Upstate New York and the Hudson Valley region, as well as on Long Island. Tens of thousands of homes incurred damage in these storms, many of them destroyed by flood waters and wind. Businesses and infrastructure suffered substantial damage as well. Communities affected by these storms are still working hard every day to build back their lives.

C. Description of Need:

In response to Hurricane Sandy, Hurricane Irene and Tropical Storm Lee, New York State responded swiftly, undertaking numerous projects to restore basic services that included clearing storm related debris, repairing damaged roads, bridges, utilities, housing, businesses, and other public facilities to ensure the safety and viability of the state's communities. The federal government through the Department of Homeland Security (DHS) provided Public Assistance (PA) and Individual Assistance (IA) dollars through Federal Emergency Management Agency (FEMA) to assist with these costs. As part of the national disaster framework, other Federal agencies including but not limited to EPA, FHWA and FTA also provided disaster recovery funds to the state. These federal resources however, often do not cover all of an impacted individual's or public entity's rebuilding costs, thereby placing a tremendous strain on impacted families and businesses, as well as on state and local governments. Following Sandy in 2013, New York state developed a long-term Storm recovery plan to define the recovery and rebuilding process. This plan calls for not only rebuilding what was damaged by these events, but to establish a process to make our communities safer and more resilient from future storms while stimulating economic growth in every affected community. The plan encompassed the full range of critical recovery and rebuilding needs for homes and public facilities, including but not limited to water treatment facilities, transportation and energy infrastructure, the State's coastal protection and natural infrastructure needs, and the needs of the business community and many others.

In the Disaster Relief Appropriation Act of 2013, Public Law 113-2 signed January 28, 2013, the U.S. Congress appropriated \$16 billion to HUD for CDBG-DR programs. On March 5, 2013, *Federal Register* Notice 78 FR 14329, announced that New York State would receive \$1.71 billion of an initial \$5.4 billion allocation of CDBG-DR to assist with disaster recovery efforts in areas of the state that had received Presidential Disaster Declarations related to Hurricane Sandy, Hurricane Irene and Tropical Storm Lee. HTFC is administering the HUD funded program in coordination with the Department of State (DOS), NYS Empire State Development Corporation (ESD), the NYS Division of Homeland Security and Emergency Services (DHSES), units of general local government, and other contracted partners and public entities.

DHSES is the lead agency tasked with leading and undertaking projects that utilize FEMA funding. This includes public and specific not-for-profit facilities that have storm-damaged buildings, roads, water control structures, parks and recreation areas, boilers, electrical systems and backup generators, debris removal, and other emergency protective measures.

As outlined in the State's approved Initial Recovery Plan, HTFC will use a portion of its initial allocation of CDBG-DR to pay the non-federal match for the rehabilitation, mitigation, and construction needs of specific Federal programs. The State expects that the total required non-federal match for all the Irene, Lee and Sandy impacted entities will exceed the amount of CDBG-DR funds that are currently available in the initial action plan. Due to this limitation, the State has outlined in its program guidelines how it will initially select and prioritize projects to receive non-federal match payments. The full set of guidelines will be provided to the successful respondent. However to assist respondents with this solicitation, the State plans to initially prioritize reviewing and determining eligibility on the Irene and Lee federal programs, followed by an analysis of the Sandy FEMA programs, and then other Sandy related federal recovery programs. In addition, the successful respondent will review all State programs and projects that the State believes benefit the highest number of impacted New York residents. After this review and eligibility determination is made, respondents will then identify projects in the most impacted counties by disaster as defined by HUD. In order to assure that participants and projects are eligible for the programs they are applying for, HTFC is seeking a firm to develop program policies and procedures, and to review and determine eligibility for projects in the pipeline that are in accordance with these guidelines.

2. MINIMUM QUALIFICATIONS

Respondents to this RFP must demonstrate they have capacity in the following areas, at a minimum:

- Knowledge of national disaster response framework and the roles and responsibilities of federal agencies following a disaster.
- Familiarity and expertise in determining CDBG-DR eligibility, complying with HUD record keeping and fiscal requirements, duplication of benefits analysis and other CDBG Disaster Recovery protocols.
- Familiarity and expertise in working with FEMA public assistance programs (FEMA-PA); the different public assistance categories and match requirements. Respondents must be able to demonstrate that they have the knowledge, expertise and ability to manage multiple project worksheets and versions efficiently and accurately.
- Familiarity and expertise in working FEMA Hazard Mitigation Program (HMGP). Respondents must demonstrate their technical understanding of both the 404 and 406 programs.
- Familiarity and expertise in working with Federal Highway Administration (FHWA) disaster recovery funds. Respondents must demonstrate their technical understanding of how and what FHWA disaster recovery funds are used to assist a state following a presidentially declared event.

- Familiarity and expertise in working with Environmental Protection Agency (EPA) disaster recovery funds. Respondents must demonstrate their technical understanding of how and what EPA disaster recovery funds are used to assist a state following a presidentially declared event.
- Familiarity and expertise in working with Federal Transit Authority (FTA) disaster recovery funds. Respondents must demonstrate their technical understanding of how and what FTA disaster recovery funds are used to assist a state following a presidentially declared event.
- Experience in developing, reconciling and reviewing large federal disaster recovery grant programs, including project worksheets or Federal loans in excess of \$250 million.
- Clear understanding of the CDBG national objectives and eligible activity selection process and how the selection of these activities intersects with the FEMA-PA project worksheets (PW's), FEMA, HMGP, and other federal disaster recovery sources while ensuring eligibility to meet HUD and other Federal program requirements concurrently.
- Clear understanding of specific Federal rules and regulations governing how the duplication of benefits affects the use of Federal disaster recovery funding.
- Clear understanding of specific Federal rules and regulations governing CDBG-DR and FEMA project process including, but not limited to distinctions in the environmental review, labor standards, procurement, and bidding processes.
- A clear understanding of other Federal disaster recovery funding sources that may be utilized by a state following a Presidentially declared event, including but not limited to, resources provided by the EPA through the Drinking Water and Clear Clean Water State Revolving Fund Programs (DWSRF and CWSRF); Consolidated Local Street and Highway Improvement Program (CHIPS), Federal Highway Administration Emergency Relief Program (FHWA-ER), FHWA Submerged Roads Program, and USACE recovery funds.
- Experience managing the financial and information technology functions of a large-scale disaster reconstruction program.
- Prior experience performing internal controls reviews and improper payments reviews.
- Demonstrated experience in developing and implementing successful innovative solutions to difficult problems.

A Proposal may be rejected at any time during the evaluation process and at any point thereafter if there are any adverse findings that would prevent HTFC from selecting the firm or any person

or entity associated or partnering with the firm. Such adverse findings include, but are not limited to:

- Negative findings from the New York State Inspector General, a federal Inspector General or the U.S. Government Accountability Office, or from an Inspector General in another state.
- Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York or another state.
- Pending litigation with New York State, any other state, or a municipality located in New York or another state.
- Arson conviction or pending case.
- Harassment conviction or pending case.
- Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings.
- In rem foreclosure.
- Sale of tax lien or substantial tax arrears.
- Fair Housing violations or current litigation.
- Defaults under any Federal, State or locally-sponsored program.
- A record of substantial building code violations or litigation against properties owned and/or managed by the Applicant or by any entity or individual that comprises the applicant.
- Past or pending voluntary or involuntary bankruptcy proceeding.
- Conviction for fraud, bribery or grand larceny.
- Listing on the federal or state excluded parties lists.

3. SCOPE OF SERVICES

The successful respondent will provide staff, office space and equipment, a proven information management (IT) system and demonstrated management capacity necessary to provide the following deliverables:

A. Draft and implement policies and procedures to determine CDBG-DR eligibility that includes the ability to track expenditures, store documents, and close-out activities.

The successful respondent, working with HTFC, will provide written policies and procedures for how to integrate CDBG-DR dollars with FEMA-PA and HMGP funds and potentially with other federal infrastructure related resources, EPA, USACE, and FHWA on an expedited basis **within 30 days of receipt of a contract.**

Policies and procedures must define the process for how the respondent will review and evaluate project worksheets to determine CDBG-DR eligibility. This must include programmatic eligibility as defined in the guidelines, a national objective, an eligible activity, and ensuring that PW's meet environmental compliance and with all other Federal, State and local compliance requirements.

Additionally, the policies and procedures must include a process for the expedited and efficient review and selection of projects that meet CDBG-DR criteria. Respondents should disclose their overall management structure, how financial and budget reporting will operate, how the composition and skills of staff tasked to assist the State with this work order will ensure success, and include a description of how the respondent plans to track CDBG-DR expenditures and accomplishments, in addition to other procedures to ensure compliance with federal requirements throughout the review process.

The review process outlined in the policies and procedures must include how the respondent plans to maintain compliance with the statutory and regulatory requirements of HUD, how they propose to show an accurate determination of a project's service area, how the respondent will review and collect demographic data necessary for the defined service area, and an accurate assessment of the percentage of low and moderate income persons benefitting from the improvements.

The successful respondent shall be responsible for reviewing all project related invoices to ensure that the project worksheets are CDBG-DR reimbursable. Therefore, the policies and procedures developed must ensure that projects recommended for approval will aid the State in meeting the following CDBG-DR statutory requirements:

- Maintaining a system to track how the project worksheets being reviewed will address the State's federal requirement that 50% of the overall allocation benefits low and moderate income (LMI) persons. Respondent should demonstrate how they plan to alert HTFC about PW's that the contractor believes are eligible for CDBG-DR reimbursement and meet LMI criteria.
- Maintaining a system that tracks at the PW level if a PW concerns one of the most impacted counties of Nassau, Suffolk, Rockland and Westchester. These counties as identified by HUD must receive at least 80% of the Sandy CDBG-DR funds as identified in Federal Register Notice FR-5696-N-01.
- Maintaining a system that tracks at the PW level if a PW concerns one of the most impacted counties of counties of Schoharie, Tioga, Broome, Greene, and Orange. These counties as identified by HUD must receive at least 80% of the Irene and Lee CDBG-DR overall allocation as identified in Federal Register Notice FR-5628-N-01.
- Maintain a tracking system for PW's from Statewide applicants. All PW's that FEMA classifies as county = statewide must be analyzed to determine if the work to be performed is in one of the most impacted counties. Contractor must provide documentation on what percentage of the PW is allocated to work in these four counties, so that HTFC and the State can meet its threshold requirements.

All required non-federal share match program work related documents and records needed to support CDBG-DR reimbursement requests must be properly maintained, easily compiled for submission, and must be available to the State at any time electronically.

The successful respondent shall be responsible for providing documentation and support materials that document how project closeout related activities associated with utilizing CDBG-DR funds in the non-federal share match program will work, even if the contractor may not be in this role when close out occurs. The policies and procedures must include information how project documentation will be recorded, stored, and transferred to HTFC.

B. Review and determine eligibility of projects related to Hurricane Irene, Tropical Storm Lee, and Hurricane Sandy.

The selected firm shall be responsible for reviewing and determining CDBG-DR eligibility for projects related to Hurricane Irene (4020), Tropical Storm Lee (4031), and Hurricane Sandy (4085). This review must include compliance with environmental reviews and all statutory and regulatory requirements, an accurate determination of a project's service area, collection of demographic data for the defined service area, and an accurate assessment of the percentage of low and moderate income persons benefitting from the improvements.

The current number of project worksheets to review is estimated at 3,000 but is expected to increase as more work is performed. It is also expected that the number of versions per project worksheet will increase. **The State expects the vendor to complete these initial reviews in time for reimbursement of \$60 Million within the current State fiscal year, which ends on March 31, 2014. As such, the selected firm must completed their review of a sufficient number of PWs by February 28, 2014 to ensure reimbursement of \$60 Million to the State in the current fiscal year.** The selected firm shall be responsible for reviewing all project-related invoices to ensure that the work as shown in the project worksheets is CDBG-DR reimbursable.

Duties include:

- Prepare written eligibility determinations and work related documents and records needed to support CDBG-DR reimbursement requests;
- Ensure documents are properly maintained, easily compiled for submission, and available upon request or as required.
- Review project documentation for clarity and completeness, as well as consistency and accuracy;
- Scan electronically and save all data and documentation necessary for review and HUD approval in electronic formats and be a searchable PDF”.
- Coordinate required HUD CDBG-DR project closeout related activities associated with providing match for FEMA-PA and HMGP and other non-federal share match programs.
- Ensure that the recommendations provided by the respondent will result in the State meeting program specific and overall CDBG-DR statutory requirements that relate to 50% low to moderate threshold and the disaster specific 80% geographic threshold.

- Provide oversight of project contractors' billings to ensure that they invoiced agencies properly and are only compensated for work actually performed, and that all costs eligible for HUD funding are documented and claimed;
- Summarize data and provide reports for HTFC staff as requested to capture costs, prepare cost reports, reconcile invoices, and close-out projects.
- Identify other potential federal funding opportunities to leverage resources and reduce state costs.
- Monitor for and report instances of potential fraud, waste and abuse.

4. CONTRACT TERMS

The initial contract period will begin on or about December 1, 2013 and end on April 30, 2014. At HTFC's option, the contract may be extended for four additional one-year terms, based on the selected bidder's performance in providing the required services.

HTFC expects to select a Respondent that will agree to clearly defined service level agreements and metrics tied to the successful reimbursement of funds to the State. Such service level agreements (SLA) will be established and agreed to in each Statement of Work (SOW) based on the specific work assignment. Fees provided under this contract will be contingent upon adherence to these SLAs and other pre-agreed metrics for success. **HTFC will withhold ten percent (10%) of billings for all services provided under each SOW unless or until the project-specific targets are met.** HTFC will withhold payment of any retained funds for failure to adhere to achieve specified targets.

All services to be provided by the selected Bidder under the resulting contract will be detailed at the outset in a SOW mutually agreed upon by both parties. The SOW will provide specific guidance to the vendor about the current portion of work, including, but not limited to, the quantity of PWs to review and the specific targets that must be achieved. **In addition, the SOW will establish required deliverables and a Not-to-Exceed Project Cost based on the Hourly Rates proposed by the selected Bidder and established in the resulting contract.** As described above, HTFC will withhold ten percent (10%) of billings for all services provided under each SOW unless or until the project-specific targets are met.

5. PROPOSAL FORMAT

Proposals must be sent via e-mail, in searchable PDF file format, to the following e-mail address: fmarkowski@nyshcr.org. **This is the only method of submission permitted.** HTFC will not accept discs, flash drives, or FTP file references that require HTFC to download information from the Respondent's, or third party's site. If the file is large, it may be submitted in multiple e-mail attachments, and the Respondent should label each email as "1 of X", "2 of X", etc., and the last email as "X of X- Final". Receipt of each e-mail will be acknowledged.

Unless otherwise noted, Respondents must complete and submit all forms, information and

other documentation listed herein (including, without limitation, any Appendix to this RFP) as part of its e-mail Proposal submission.

All Proposals must exhibit the Respondent's ability to perform all tasks described under the Scope of Services of this RFP. **The completed Cover Letter and Proposal Narrative, not including required attachments such as résumés and references, must not exceed 20 pages (single or double spaced, minimum 12 point font, at least a 1 inch margin).**

Only complete Proposals will be evaluated. In all instances, HTFC's determination regarding the completeness of any Proposal shall be final. HTFC will only consider Proposals prepared in a consistent and easily comparable format. Proposals not organized in the manner set forth in this RFP may be considered, at the HTFC's sole discretion, as non-responsive. Do not refer to other parts of the Proposal, to information that may be publicly available elsewhere, or to the Respondent's website or another website in lieu of answering a specific question.

Cover Letter

The Proposal must be accompanied by a cover letter that includes a summary of the application and a certification that the information submitted in and with the Proposal is true and accurate, and the person signing the cover letter is authorized to submit the response on behalf of the Respondent.

The cover letter should also include a summary of the organization, including a description of the Respondent's legal status (e.g., individual practitioner, partnership, Limited Liability Corporation, corporation, non-profit organization, charitable institution, etc.), history, background, mission, and an organizational structure.

Proposal Narrative

A. Experience

Provide a summary of at least three (3) similar projects the Respondent has completed, including specific details on previous experience with CDBG- DR Match eligibility reviews. Proposals must demonstrate that the Respondent has each of the necessary minimum qualifications listed in this RFP in *Section 2 - Minimum Qualifications*. If a Respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of their relevant staff and attach any contracts or agreements pertaining to this Proposal. **Please provide at least three references for the Respondent and for any partners or subcontractors. Respondents are required to provide a reference for any disaster-related experience they list in this section.** Each reference should include the name, title, company, address, phone number and email address of the reference, and a brief summary of the relationship between the reference and the Respondent.

Information provided by references may be used by HTFC for proposal evaluation purposes. HTFC is not responsible for the lack of responsiveness of the references listed by Bidders, and the State is not required to alert Bidders of a reference's unresponsiveness during the proposal evaluation period. Inability to contact a reference will not be looked upon favorably.

Submit a completed *Respondent Overview* form (included in the Appendix section). Briefly describe any significant changes to the management and/or structure of the Respondent, including any mergers that occurred in the last three (3) years or are expected. If a Respondent is partnering or sub-contracting with any other entity, they must also provide this information.

B. Staff Qualifications and Experience

List key staff that will carry out both sections of the Scope of Services: A. Policies and Procedures; and B. Project Review. Attach the résumés and professional qualifications of the Respondent's principals, project managers, key personnel, and staff to be assigned to provide the requested services, including degrees, licenses and years of relevant experience. Provide an organizational chart for carrying out the scope of work.

Specifically identify people currently employed by the Respondent or their subcontractors who will serve in key roles. Note the number of positions that will need to be filled at a later date, and outline the process for identifying and hiring suitable candidates. Summarize the total number of positions the respondent intends to devote to each section of the scope of services. In addition, identify sub-consultants and sub-contractors, who the Respondent will be engaging as part of this Proposal. Specify the primary contact person for the Respondent (name, title, location, telephone number, and e-mail address).

C. Readiness and Project Approach

Describe the overall project approach, identifying policies and procedures that the respondent has created in the past that will be useful for this contract. The approach should clearly demonstrate how the respondent is able to carry out each of the specific Tasks and Deliverables identified in *Section 3 - Scope of Services*. In addition, the respondent should describe any metrics or performance measures it will use to demonstrate how it will monitor performance and ensure project targets and timelines are achieved.

Provide a timeline for how soon the respondent can begin work upon receipt of an executed contract, including a description of how soon the project team can be assembled and deployed. Describe how quickly the project team can begin reviewing PWs at full speed and capacity.

Respondents should directly outline their plan for providing policies and procedures for this project within 30 days of receipt of an executed contract.

Based on the respondent's experience and expertise, provide the estimated minimum and maximum number of hours required to review a project worksheet for CDBG eligibility review

and to make a determination. Provide a plan for storing and cataloguing documents, and for monitoring and reporting progress. Discuss any technology or best practices that will be utilized to expedite the review process. Provide any relevant recommendations to improve the process flow to increase processing speed and efficiency, and to reduce bill-able hours and limit costs.

Describe the process by which the selection of CDBG-DR eligible projects will be determined as well as the processes by which the selections will aid in achieving the State's thresholds for low and moderate-income and priority county benefits as outlined in section A. i and iii.

Identify best practices for detecting fraud, waste and abuse, and for identification of additional federal funding opportunities.

Outline procedures for ensuring the respondent's own compliance with federal and state requirements, including but not limited to Section 3 hiring, federal and state labor standards, and MWBE goals.

D. Budget

Work for this project will be billed on a time and materials or deliverable basis, dependent on what is specified in a specific SOW. In all cases, a Not-to-Exceed project cost will be defined for each SOW which compensation for the services defined therein must not exceed.

Bidders shall propose a separate hourly rate and title for each proposed staff member that will provide services. A single blended rate for all staff cannot be proposed. It is assumed that the successful respondent will provide all office space, office equipment, telecommunications, software, filing systems, management and oversight and other resource necessary for its staff to carry out the work and the proposed Hourly Rates should include these costs. The Hourly Rate should also include salary, benefits and any other expenses associated with that staff member.

The Hourly Rates proposed by the selected Bidder will form the basis of all established Not-to-Exceed costs in any SOWs established under the resultant contract.

Strict accountability is expected for all time billed, such as use of certified time sheets or sign-in procedures, invoices which include specific descriptions of tasks and time spent on each by individuals and the tracking of activities to specific projects. HTFC shall not compensate firms for administrative time/costs in collecting/summarizing data and preparing and supporting bills.

6. RESERVATION OF RIGHTS

HTFC reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at HTFC's sole discretion;

- Accept a proposal and any subsequent proposal for the contract from someone other than the lowest cost Bidder consistent with the criteria for the evaluation of proposals;
- Make an award under the RFP in whole or in part;
- Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use proposal information obtained through site visits, management interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
- Waive any requirements that are not material;
- Negotiate with the successful Bidder within the scope of the RFP in the best interests of the State;
- Conduct contract negotiations with the next responsible Bidder, should HTFC be unsuccessful in negotiating with the selected Bidder;
- Utilize any and all ideas submitted in the proposals received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening;
- Request best and final offers;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;
- Require the Bidder to demonstrate, to the satisfaction of the HTFC, any information presented as a part of their proposal; and
- Reissue this RFP, or a similar version, annually or as needed to solicit additional applications.

In addition, if it is subsequently determined by HTFC that the successful Bidder is non-responsible, HTFC may then invite the next highest rated, qualified Bidder to enter into negotiations for purposes of executing a contract.

All proposals submitted shall become the property of HTFC.

7. EVALUATION AND PROPOSAL SCORING

Evaluations will be evaluated based on the “Best Value” concept. This means that the proposal that “optimizes quality, cost, and efficiency among responsive and responsible Offerers” shall be selected for award.

HTFC, at its sole discretion, will determine which proposal best satisfies its requirements. HTFC reserves all rights with respect to the award. HTFC reserves the right to select a Proposal that, in its sole judgment, is consistent with and responsive to the goals of the CDBG-DR Action Plan, irrespective of whether it is the apparent lowest cost Proposal, and is determined by HTFC to be in the best interests of the citizens of the State of New York.

Respondents must complete and submit all forms, information and other documentation listed in this RFP as part of their Proposal. HTFC may deem a Proposal non-responsive and disqualify a Respondent, if any of the required forms, information or other documentation is missing or incomplete. HTFC reserves the right to disregard any apparent errors in a Proposal, in its sole judgment, it deems insignificant, to accept or reject any or all Proposals, or to cancel this solicitation and reissue it or another version of it, if HTFC deems that doing so is in the best interest of the impacted communities or the State of New York.

Upon review of proposals submitted by Bidders, HTFC may, at its discretion, submit to Bidders written questions and requests for clarification relating to their Proposal. Bidders will be provided a reasonable period of time in which to submit written responses to HTFC’s requests for clarification. Other than to provide clarifying information as may be requested by HTFC, no Bidder will be allowed to alter its proposal or add information.

All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations and will be conducted as set forth herein.

Complete proposals will be preliminarily scored based on the criteria below.

- A. **Experience (25 points)** – Respondents that can demonstrate specific experience and success in both developing and implementing policies and procedures for leveraging CDBG-DR with FEMA and other non-federal share funds for disaster-related recovery efforts, and in completing CDBG-DR and FEMA-PA project worksheets and HMGP reviews on an expedited and cost-effective basis, will be evaluated more favorably. Respondents with more general CDBG eligibility and/or project review experience or with experience performing eligibility determinations in other federal programs may receive fewer points depending on the applicability of the experience.
- B. **Capacity and Readiness (25 points)** - Respondents that demonstrate they have the necessary staffing, policies and procedures, and organizational capacity already in place

to begin work immediately and move quickly towards project review implementation and achieving the specified goal of completing the reviews in time for reimbursement to be made to the State within the 2013-14 State fiscal year will be evaluated more favorably.

- C. **Approach and Methodology (25 points)** – Respondents that present a clear and straightforward work plan for all aspects of the scope of services that places emphasis on high standards for the delivery of services and has proven successful in other, comparable projects, will be evaluated more favorably. Respondents that provide tangible strategies for limiting costs, reducing review times, improving workflow, ensuring compliance, and eliminating fraud and waste will also be evaluated more favorably.
- D. **Budget (25 points)** – The maximum score (25 points) will be allocated to the proposal with the lowest proposed cost according to a predetermined formula. All other proposals will receive a proportionate score to the proposal with the lowest cost, according to the following formula:

$$\text{Cost points awarded} = (25 \text{ potential points}) \times (\text{Low Bid} / \text{Proposer's Bid})$$

8. TIMELINE

Date	Event
October 25, 2013	Release of RFP
November 1, 2013	Last Day to Submit Questions – 5PM (EDT)
November 8, 2013	Issuance of Answers to Questions (anticipated)
November 18, 2013	Proposal Submission Deadline – 3PM (EST)
TBD	Target Date for Finalist Interviews – at HTFC Option
December 1, 2013	Target Date for Selection

Timeline includes target dates and may change. Please check the HTFC website at <http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm>, for regular updates to the RFP timeline and other important information.

9. RESPONDENTS' QUESTIONS

Respondents may submit questions by emailing them to **CDBG-DR@nyshcr.org**. Answers to all substantive questions, including any substantive questions arising from the Respondents' conference, will be posted on the HTFC website "Procurement Opportunities" page at <http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm> as soon as practical following the deadline for submitting questions noted above.

All questions must be received by email at **CDBG-DR@nyshcr.org** no later than **5 PM (EDT)** on Friday, November 1, 2013.

10. NOTIFICATION OF SELECTION

The selected firm will be issued a Letter of Intent to Contract, via U.S. Mail. Respondents not selected will be notified of HTFC's determination via U.S. mail and/or e-mail.

11. PROCUREMENT AND LOBBYING PROVISIONS

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between HTFC and Respondents during the solicitation process. A Respondent is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract (the restricted period) by HTFC to other than the Contracting Officer, whose contact information is listed below, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). HTFC employees and other relevant staff are also required to obtain certain information when contacted during the restricted period and make a determination of responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility can result in the rejection for contract award and in the event of two findings within a 4 year period the offerer/respondent is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services' website at www.ogs.state.ny.us/aboutogs/regulations/defaultAdvisoryCouncil.html.

The Contracting Officer for this RFP is:
Frank Markowski, Treasurer, HTFC
fmarkowski@nyshcr.org

12. ADDITIONAL PROVISIONS

A. Conflict of Interest

Any contract awarded under this RFP will preclude the Respondent from representing before HTFC any bidder or grantee of HTFC other than those bidders or grantees who may be assigned under this contract during the period the contract is in effect. The selected firm will be subject to the provisions on conflict of interest set forth in section 74 of the New York State Public Officers Law.

In the event of instances of real or apparent of conflict of interest, HTFC reserves the right to impose additional conditions upon contractors. HTFC reserves the right to cancel any contract awarded pursuant to this RFP with 30 days' notice in the event the actual conflict of interest, or the appearance of such conflict, is not cured to HTFC's satisfaction.

B. Liability

HTFC is not liable for any cost incurred by a Respondent in the preparation and production of a Proposal in response to this RFP, or for any work performed prior to the execution of the contract, except as may be authorized by the contract.

C. Equal Opportunity Requirements and Procedures

HTFC values affording minority- and women-owned business enterprises (MWBEs) the opportunity to participate in the performance of the contract to be awarded for this project. Accordingly, any contract awarded under this RFP will promote and assist the participation of certified MWBEs as outlined and in accordance with Appendix II of the HTFC Appendices for Request for Proposals.

D. Performance expectations for deliverables and penalties - in accordance with HUD requirements, as indicated in the HUD contractual rider included in the HTFC Appendices for Request for Proposals

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Appendices for Request for Proposals

(All the pages that follow)

ANDREW M. CUOMO
GOVERNOR

DARRYL C. TOWNS
CHAIRMAN/CEO

APPENDICES

for

Request for Proposals



Housing Trust Fund Corporation
38-40 State Street
Albany, New York 12207
www.nyshcr.org

RESPONDENT OVERVIEW

Request For Proposals
For

Respondent Organization Name:

Address:

City, State, Zip, County:

Contact Person:

Title:

Telephone:

Fax:

E-mail:

Fed ID #:

Certified M/WBE: Yes No (if yes, include copy of New York State Certificate)

NYS Charities Registration No. (if not-for-profit)

Legal Status: Corporation Partnership Not-for-Profit Other (Please specify) _____

Include evidence of filing of certificate if conducting business under an assumed name or as partner (i.e. Doing Business As) (General Business Law § 130)

RESPONDENT CERTIFICATION

Respondent certifies that to the best of its knowledge and belief, all information contained in this application is true and correct.

Authorized Signature _____

Print Name _____

Title _____

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38-40 STATE STREET, ALBANY, NEW YORK 12207

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BOND BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING CORPORATION
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

April, 2013

APPENDIX I

**STANDARD CLAUSES FOR CONTRACTS WITH THE
HOUSING TRUST FUND CORPORATION**

**NEW YORK STATE HOUSING FINANCING AGENCY
STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
(individually or collectively, "Agency" or "Agencies")**

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STANDARD CLAUSES FOR AGENCY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than the State of New York ("State"), whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. ACCOUNTING RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Agency or Agencies under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Agency or Agencies involved in this Contract and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Agency or Agencies shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Agencies' Senior Vice President and Counsel, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Agency's or Agencies' right to discovery in any pending or future litigation.

2. CONFLICTS OF INTEREST. The Contractor shall not accept any engagement in conflict with the Agency's or Agencies' interest in the subject matter of this Contract.

The Servicer shall not offer to any employee, member or director of the Agency or Agencies' any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

3. SUBCONSULTANTS. The Contractor shall not employ, contract with, or use the services of any consultant for the work of this Contract (except such third parties which may be used by the Contractor in the normal course of business, such as couriers, imaging services, etc.) without obtaining the prior written approval of the Agency or Agencies.

4. NON-ASSIGNABILITY. This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Agency or Agencies and any attempts to assign the Contract without the Agency or Agencies' written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Agency or Agencies and its successors and assigns.

5. INDEMNITY. The Contractor shall indemnify and hold the Agency or Agencies and their employees, officers, Members and Directors (collectively, the "Indemnitites") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnitites because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

6. NON-DISCRIMINATION. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. If this a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason or race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Servicer will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will

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be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title; and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by the Agency or Agencies upon the

Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the State or a public authority until the Contractor satisfies the Commissioner of compliance.

7. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Agency or Agencies' contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the Agency or Agencies, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. The Agency or Agencies shall consider

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compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Agency or Agencies shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Agency or Agencies shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

(d) If the procurement of the goods or services provided herein is subject to minority and women-owned participation requirements pursuant to Article 15-A of the Executive Law, the Contractor shall be liable to the Agency or Agencies for liquidated or other appropriate damages and shall provide for other appropriate remedies on account of such breach in the event it is found that the Contractor willfully and intentionally failed to comply with the minority and women-owned participation requirements set-forth in Article 15-A of the Executive Law.

8. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Agency or Agencies. All original documents constituting Proprietary Information shall be delivered to the Agency or Agencies by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Agency or Agencies, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Agencies' Senior Vice President and Counsel. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

9. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices submitted for payment for the sale of goods or services or the lease of real or personal property to the Agency or Agencies must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both

such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Agency or Agencies is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by Agency or Agencies to purchase the goods or services or lease the real or personal property covered by this Contract or lease. The information is maintained by Disbursement Manager at the Agency or Agencies, 641 Lexington Avenue, New York, New York 10022, under the name "Vendor Federal Social Security and Federal Employee Identification Numbers."

10. CONTRACTUAL RELATIONSHIP. It is expressly understood that the relationship between the Agency or Agencies and the Contractor is an independent contractual relationship and neither the Contractor, its employees, nor its subcontractors shall be considered employees of the Agency or Agencies for any purpose. In addition, the Contractor shall execute the Certificate of Interest attached hereto as Exhibit A and incorporated herein.

Please refer to the following link on the Agency's web site to view each of the Agency's Prompt Payment Policies at <http://www.nyshcr.org/Agencies/HTFC/Publications/PromptPaymentReport2012.pdf> or <http://www.nyshcr.org/AboutUs/Procurement/Contractinformation.htm>.

11. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Contractor and the Agency or Agencies with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix I, the terms of this Appendix I shall control.

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12. MODIFICATION. Waiver, discharge, amendment, supplement, extension or other modification of this Contract shall be subject to prior approval by the Agency or Agencies and may be effected only by an instrument in writing signed by the parties to this Contract.

13. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

14. COUNTERPARTS. This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

15. GOVERNING LAW. This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

16. NOTICES. All notices and other communications given hereunder shall not be effective for any purpose whatsoever unless in writing and delivered by hand or mailed by United States first class registered or certified mail, return receipt requested. Notice shall be deemed to have been given, if delivered by hand, when actually received by the party being notified, or, if mailed, when addressed (a) if to the Contractor, to the attention of the Contractor's authorized signatory of this Contract at the address specified for the Contractor on page one of this Contract, or at such other address as to which the Contractor shall have notified the Agency or Agencies, and (b) if to the Agency or Agencies, to the attention of the Senior Vice President and Counsel, at the address for the Agency or Agencies on page one this Contract, or at such other address of which the Agency or Agencies shall have notified the Contractor.

17. SEVERABILITY. All rights, powers and remedies provided herein may be exercised only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Contract invalid, unenforceable or not entitled to be recorded, registered, or filed under applicable law. If any provision or term of this Contract or any portion of a provision shall be held to be invalid, illegal or unenforceable, only such provision or part thereof shall be affected by such holding and this Contract shall be construed as if such

invalid, illegal or unenforceable provision or part thereof had not been contained herein.

18. WORKERS' COMPENSATION. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

19. NO ARBITRATION. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

20. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Agency's or Agencies' receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Agency or Agencies, in writing, of each and every change of address to which service of process can be made. Service of process by the Agency or Agencies to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

21. NON-COLLUSIVE BIDDING CERTIFICATION. If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor. The Contractor further affirms that, at the time the Contractor submitted its bid or proposal, an authorized and responsible person executed and delivered a non-collusive bidding certification to the Agency or Agencies on the Contractor's behalf.

22. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Agency or Agencies reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Agency or

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Agencies may exercise their termination right by providing written notification to the Contractor.

23. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

24. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100 Fax: 518-292-5884
Email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
Telephone: 212-803-2424
Email: mwb certification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or Contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts.

25. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by the Agencies, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Agencies may make certain determinations with respect to Contractor responsibility, wherein the Agencies determine whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Agencies against failed contracts. In making such a responsibility determination, the Agencies shall evaluate the Contractor's responsibility with respect to four factors: (a) financial and organizational capacity; (ii) legal authority to do business in New York State; (c) integrity; and (iv) previous performance.

26. SUSPENSION OF WORK (for Non-Responsibility). The Agencies reserve the right to suspend any or all activities under this Contract, at any time, when the Agency discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Agencies issue a written notice authorizing a resumption of performance under the Contract.

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27. Termination (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency staff, the Contract may be terminated by the Agencies at the Contractor's expense where the Contractor is determined by the Agencies to be non-responsible. In such event, the Agencies may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

APPENDIX B
Affirmation of Understanding of
and Agreement Pursuant to
State Finance Law §139-j (3) and §139-j (6) (b)

Offerer affirms that it understands and agrees to comply with the procedures of the DHCR/HTFC relative to permissible Contacts as required by State Finance Law §§ 139-j (3) and 139-K (6) (b).

Signature: _____ Date: _____

Print Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Certification of Compliance
With State Finance Law §139-k (5)

Offerer certifies that all information provided to the DHCR/HTFC with respect to State Finance Law §139-k is complete, true, and accurate.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

APPENDIX C
Offerer Disclosure of
Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____

Title: _____

NON-COLLUSIVE BIDDING CERTIFICATION

Required by Section 2878 of the Public Authorities Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this __ day of _____, 20__ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES LEGAL RESIDENCE

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Street Address: _____

City, Town, etc. _____

Telephone: _____ **Title:** _____

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

<hr/>	
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By _____	By _____
(Name)	(Name)
<hr/>	<hr/>
Title	
<hr/>	<hr/>
Street Address	Street Address
<hr/>	<hr/>
City and State	City and State

APPENDIX II

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN
REQUIREMENTS AND PROCEDURES
FOR CONTRACTS WITH**

HOUSING TRUST FUND CORPORATION

HOUSING TRUST FUND CORPORATION
38-40 STATE STREET, ALBANY, NEW YORK 12207

January, 2012

I. General Provisions

- A. The Corporation is required to implement the provisions of New York State (“State”) Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Housing Trust Fund Corporation (“Corporation”), to fully comply and cooperate with the Corporation in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix II or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the Corporation hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established in section III-A, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<http://www.empire.state.ny.us/MWBE/directorySearch.html> .

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on this Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation

HOUSING TRUST FUND CORPORATION
38-40 STATE STREET, ALBANY, NEW YORK 12207

January, 2012

goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Corporation for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the Corporation within seventy two (72) hours after the date of the notice by Corporation to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Corporation may provide the Contractor or Subcontractor a model statement (see Form #EEO-1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of sections (a) through (c) of this subsection and paragraph "E" of this section, which provides for relevant provisions of the Human

HOUSING TRUST FUND CORPORATION
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January, 2012

Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Contract.

C. Form MWBE #101- Staffing Plan

To ensure compliance with this section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

D. Form MWBE #102 - Workforce Employment Utilization Report (“Workforce Report”)

1. Once a Contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Corporation of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the subject Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of this Contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Appendix II.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this Contract. Upon the occurrence of such a material breach, the Corporation shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form MWBE #104 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Corporation shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Corporation, upon review of the Utilization Plan and updated Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Corporation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE #105) to the Corporation by the 10th day following each end of quarter (i.e., March 31st, June 30th, September 30th, and December 31st) over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where the Corporation determines that Contractor is not in compliance with the requirements of this Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Corporation liquidated damages.

HOUSING TRUST FUND CORPORATION
38-40 STATE STREET, ALBANY, NEW YORK 12207

January, 2012

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, Contractor shall pay such liquidated damages to the Corporation within sixty (60) days after they are assessed by the Corporation unless prior to the expiration of such sixtieth (60th) day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Corporation.

ALL FORMS ARE ATTACHED BELOW

**EQUAL EMPLOYMENT OPPORTUNITY
STAFFING PLAN**
Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name:	Report includes: <input type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Workforce by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran		
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		(M)	(F)	(M)	(F)	
Officials/Administrators																
Professionals																
Technicians																
Service Maintenance Workers																
Office/Clerical																
Skilled Craft Workers																
Paraprofessionals																
Protective Service Workers																
Totals																

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		SUBMIT COMPLETED WITH BID OR PROPOSAL

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total workforce.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Workforce by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male (M) or Female (F)

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Federal Identification Number:

Address:

Solicitation Number:

City, State, Zip Code:

Telephone Number:

Region/Location of Work:

M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).			
<p>PREPARED and APPROVED BY:</p> <p>NAME AND TITLE OF PREPARER (Print or Type):</p> <p>Signature: _____ Authorized Signature</p> <p>DATE:</p> <p>TELEPHONE NO:</p> <p>EMAIL ADDRESS:</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	<p>FOR AGENCY USE ONLY</p> <table border="1" style="width: 100%;"> <tr> <td data-bbox="1192 906 1766 1003">REVIEWED BY:</td> <td data-bbox="1766 906 2034 1003">DATE:</td> </tr> </table> <p>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:</p> <p>Contract No:</p> <p>Contract Award Date:</p> <p>Estimated Date of Completion:</p> <p>Amount Obligated Under the Contract:</p> <p>NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	REVIEWED BY:	DATE:
	REVIEWED BY:	DATE:	

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.				
Offeror/Contractor Name:		Federal Identification No.:		
Address:		Solicitation/Contract No.:		
City, State, Zip Code:		M/WBE Goals: MBE % WBE %		
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.				
Contractor is requesting a:				
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial				
2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial				
3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____				
PREPARED BY (Signature):		Date:		
<p><small>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</small></p>				
Name and Title of Preparer (Printed or Typed):		Telephone Number:	Email Address:	
Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit: New York State Homes & Community Renewal Office of Fair Housing and Equal Opportunity 641 Lexington Ave, 5 th Floor New York, NY 10022 Email to: OFHEO@nyshcr.org		***** FOR AGENCY USE ONLY *****		
		REVIEWED BY:		DATE:
		Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/>		
		<input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments:		

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor)_____ agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location)_____

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from Agency(ies) and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison

He/she is responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

20% Minority and Women's Business Enterprise Participation

10% Minority Business Enterprise Participation

10% Women's Business Enterprise Participation

EEO Contract Goals

 % Minority Labor Force Participation

 % Female Labor Force Participation

WORKFORCE EMPLOYMENT UTILIZATION

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Contractor's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Contractor's Address:		

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Male (M)	Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	Submit completed form to: NYS Homes & Community Renewal, Office of Fair Housing & Equal Opportunity, 641 Lexington Ave, 5th Floor, New York, NY 10022, or OFHEO@nyshcr.org	

General Instructions: The work force utilization is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL**

any person who: - has a physical or mental impairment that substantially limits one or more major life activity(ies)
- has a record of such an impairment; or
- is regarded as having such an impairment.

- **VIETNAM ERA VETERAN**

a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

- **GENDER**

Male or Female

Is this a final report? Check one.
 Yes _____ No _____

M/WBE Quarterly Report
 of

NYS AGENCY/AGENCIES Contract No. _____ Project No. _____

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified M/WBE subcontractor on this project. The payments as shown are in compliance with contract documents for the above reference project.

Contractor's Name and Address		Federal ID#	Goals/Dollar Amount		Contract Type:					
			MBE ___% = \$ _____ WBE ___% = \$ _____		Paid to Contractor this Quarter: Total Paid to Contractor to Date:					
		Project Completion Date	Work Location		Reporting Period:					
					<input type="checkbox"/> 1 st Quarter (4/1-6/30) <input type="checkbox"/> 3 rd Quarter (10/1-12/31) <input type="checkbox"/> 2 nd Quarter (7/1-9/30) <input type="checkbox"/> 4 th Quarter (1/1-3/31)					
M/WBE Subcontractor/Vendor	Product Code*	Work Status this Report	Total Subcontractor Contract Amount		Payments this Quarter		Previous Payments		Total Payments Made to Date	
			MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
		Total:								

*See Next Page for Product Codes

Date: _____ Name: _____ Title: _____ Signature: _____

Use the following codes in the Product Code column to indicate the category of work for which the M/WBE was utilized:

PRODUCT CODE KEY:

A	Agriculture/Landscaping (e.g., all forms of landscaping services)
B	Mining (e.g., Geological Investigation)
C	Construction
C15	Building Construction – General Contractors
C16	Heavy Construction (e.g., highway, pipe laying)
C17	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	Manufacturing (production of goods)
E	Transportation, Communication and Sanitary Services (e.g., Delivery services, warehousing, broadcasting and cable systems)
F/G	Wholesale/Retail Goods (e.g., gravel, hospital supplies and equipment, food stores, computer stores, office supplies)
G52	Construction Materials (e.g., lumber, paint, lawn supplies)
H	Financial, Insurance and Real Estate Services
I	Services
I73	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
I81	Legal Services
I82	Educational Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
I83	Social Services (e.g., counselors, vocational training, child care)
I87	Engineering, architectural, accounting, research, management and related services



New York State
Homes & Community Renewal
 www.nyshcr.org

Company Name: _____
 Contact Person: _____
 Contact Phone Number: _____
 Date: _____

Company Demographic Profile

(NOTE: Proposers may attach the Employer Information Reports EEO-1 for the last 3 years instead of completing the above table)

Enter the total number of employees in each category identified below.

Job Categories	Total Number of Employees		Report Employees in only one racial/ethnic category)												Disabled		Veteran (military service between 1/1/1963-5/7/1975)	
			Non-Hispanic or Latino										Hispanic or Latino					
			White		Black or African American		Native Hawaiian or other Pacific Islander		Asian		American Indian or Alaskan Native							
Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Services Workers																		
Current Total																		
Temporary/Apprentices																		
Current Total																		
2011 Total																		
2010 Total																		
2009 Total																		

“Sample Contract”
CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into October , 2013 between _____, having its principal office at ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, HTFC seeks Contractor services in order to conduct background screening checks on certain applicants for Disaster Recovery funds

WHEREAS, the Contractor was the successful bidder pursuant to a request for proposals issued by HTFC on October 4, 2013;

WHEREAS, the Contractor is engaged in the business of providing the types of services set out in the Scope of Services of this Agreement (Exhibit A); and

WHEREAS, subject to the terms and conditions hereinafter set forth, HTFC shall make funds available to enable the Contractor to provide such services.

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. Scope of Services. The Contractor will provide the services as set forth in Exhibit A (the "Services"). The Contractor represents that the Contractor has or shall obtain, or cause to be obtained, all personnel necessary to undertake and provide the Services in a manner satisfactory to HTFC.
2. Period of Agreement. This Agreement shall commence as of this date and shall terminate on May 15, 2014, unless HTFC determines the services were completed earlier or that more time is needed, in which case upon completion of the services as determined by HTFC. HTFC may terminate this Agreement upon notice if it determines that the Contractor has failed to comply with the terms of this Agreement. In addition, either party may, upon thirty (30) days written notice to the other party, terminate this Agreement. HTFC may also terminate this Agreement for cause in the event it is found that the certificate filed by the Contractor in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, HTFC may exercise its termination right by providing written notification to the Contractor. Any conflicts between this section and the CDBG –DR Contractual Rider, attached as Appendix 2, shall be resolved in favor of Appendix 2.
3. Compensation. HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B (the "Budget").
4. Payment Process and Accounting Procedures.
 - (a) HTFC shall make payments to the Contractor in accordance with the Budget. Any modification of the Budget must be approved in writing by HTFC before it shall become effective.

(b) HTFC shall, in its sole discretion, determine the extent to which it will use the services of the Contractor. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.

(c) Payment will be made upon receipt of the Contractor's invoice for services rendered with such documentation as may be required by HTFC, submitted in writing to HTFC. Except as may be specifically provided in the Budget, the Contractor is solely responsible for all the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.

(d) Payment will only be made to Contractor via ACH (Automated Clearinghouse) transfer, i.e., direct deposit to the contractor's account. Contractor must provide HTFC with a completed Designation of Depository for Direct Deposit of HTFC Funds form (a copy of which is attached as Exhibit C). Contractor is solely responsible for the information provided on the form and for updating it as necessary.

(e) Payments are made pursuant to HTF_'s Prompt Payments Policy, a copy of which may be obtained from HTF's Assistant Treasurer at the address indicated above.

(f) Payment received hereunder shall be full and complete satisfaction of any and every claim resulting from the approved items in such requisition.

5. Supervision of Services.

(a) HTFC may, upon prior notification, call meetings which shall be attended by representatives of the Contractor.

(b) The Contractor will cooperate with HTFC at all times during the performance of Services and promptly study and act upon all HTFC recommendations and proposals.

(c) The Contractor shall cooperate with HTFC in promptly completing and submitting all documents and records required by HTFC or other authorized representative of the State of New York and otherwise comply with all orders, administrative rules, regulations and procedures of HTFC for the proper administration of the Services.

1. Holdback Provision. In the event there is substantial noncompliance with performance measures or probable cause to believe Contractor is in noncompliance with any applicable rules and regulations, HTFC may withhold up to 15% of said contract funds until such time as Contractor is found to be in compliance by HTFC, or is otherwise adjudicated to be in compliance.

2. Conflict of Interest. The Contractor is precluded from representing before HTFC any awardee of HTFC other than those awardees who may be assigned under contract during the period this Agreement is in effect.

3. Exhibits and Appendices. The following exhibits and appendices are hereby incorporated into this Agreement and Contractor, to the extent applicable, shall adhere to their provisions:

- Exhibit A Scope of Services Exhibit
- B Budget Exhibit
- C Designation of Depository for Direct Deposit of HTFC Funds
- Appendix 1 Standard Clauses for all HTFC Contracts
- Appendix 2 CDBG-DR Contractual Rider
- Appendix 3 Equal Opportunity Requirements

(See Next Page)

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

By: _____

Name:

Title:

HOUSING TRUST FUND CORPORATION

By: _____

Name:

Title:

COMMUNITY DEVELOPMENT BLOCK GRANT

DISASTER RECOVERY (CDBG-DR)

CONTRACTUAL RIDER

Any contract funded with CDBG-DR funds is subject to the following provisions, as applicable:

1. BREACH OF CONTRACT TERMS (Applicable to contracts exceeding \$150,000)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties to this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

2. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000)

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner any of its obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, _____ shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, unless otherwise stated in writing by the _____, become _____'s property and the Contractor shall be entitled to receive just and equitable compensation for any work which in _____'s reasonable determination has been satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to _____ for damages sustained by _____ by virtue of any breach of the contract by the Contractor, and _____ may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due _____ from the Contractor is determined.

3. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000)

_____ may terminate this contract at any time by giving at least thirty calendar days' notice in writing to the Contractor. If the contract is terminated by _____ as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

4. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by _____.

5. ACCESS TO RECORDS

The Housing Trust Fund Corporation, NYS OSC, the State of New York, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized

representatives, shall be permitted, at any time and from time to time during normal business hours, access to any work product, books, documents, papers and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

6. MAINTENANCE/RETENTION OF RECORDS

All records produced or collected in connection with, or otherwise related to, this contract will be maintained in a central location for no less than five (5) years following the date of final payment and close-out of all pending matters related to this contract.

7. COPYRIGHTS AND PATENTS

No materials, including, but not limited to, reports, maps, or documents produced as a result of this contract, in whole or in part, shall be the subject of any application for a copyright by or on behalf of the Contractor. The Housing Trust Fund Corporation, the State of New York and the Federal government reserve a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for government purposes: (a) the copyright to any work developed with CDBG-DR funds and (b) any rights of copyright purchased with CDBG-DR support. The Housing Trust Fund Corporation, the State of New York, and the Federal government shall possess all rights to invention or discovery, as well as rights in data, which may arise as a result of or in connection with Contractor's services. All royalty or license fees applicable to the services provided hereunder shall be paid by the Contractor.

8. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

(Applicable to contracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with all applicable standards, orders and requirements of Section 306 of the Clean Air Act, as amended, 42 USC 1857 (h), the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Parts 15 and 32, as amended, Section 508 of the Clean Water Act (33 USC 1368) and federal Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

9. ENERGY EFFICIENCY

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

10. Equal Employment Opportunity EXECUTIVE ORDER 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR 60)
(Applicable to construction contracts and subcontracts exceeding \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- G. In the event of the Contractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- H. Contractor shall incorporate the provisions of A through G above in every subcontract or purchase order exceeding \$10,000 unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

11. ANTI-KICKBACK RULES (Applicable to all contracts for construction or repair)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as amended 18 U.S.C. 874; and 40 U.S.C. 3145). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

12. DAVIS-BACON ACT Prevailing Wage Requirements (40 U.S.C.276a to 276a-7) as supplemented by U.S. Department of Labor regulations (29 CFR part 5) (Applicable to construction contracts exceeding \$2,000)

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5) (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2500 that involve the employment of mechanics or laborers).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.

14. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

16. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Applicable to construction contracts exceeding of \$100,000).

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

17. SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 793)

(Applicable to contracts exceeding \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting

officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

18. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

19. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

20. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it has not been debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations) and further, that it will not enter into any contracts or subcontracts with any individual or entity which has been debarred, suspended or deemed ineligible under those same provisions.

21. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of _____.

22. LOBBYING (Applicable to contracts exceeding \$100,000)

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in any subcontract.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for entering into this transaction imposed by Section 1352, Title 31, of the US Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

23. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to construction contracts exceeding \$10,000)

Contractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the Housing Trust Fund Corporation (HTFC), its agents and employees, from and against any and all claims, actions, suits, charges and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

25. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES

_____ values affording minority- and women-owned business enterprises (M/WBEs) the opportunity to participate in the performance of this contract. Accordingly, the Contractor asserts that he or she has made and will continue to make good-faith efforts to promote and assist the participation of certified MWBEs that maintain and/or enhance the value of their proposals as subcontractors and suppliers under this contract, in an amount equal to ten percent (10%) MBE and ten percent (10%) WBE of the total dollar value of this contract. These participation goals shall be applicable to the contract as a whole and will be monitored by HTFC.

The Contractor shall complete the Staffing Plan, PROC-1 form, attached hereto. Thereafter, this information is to be submitted on a quarterly basis during the term of this contract to report the actual workforce utilized in the performance of this contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Quarterly Workforce Report, PROC-5 form, attached hereto, must be submitted to report this information for the quarters ending March 31st, June 30th, September 30th and December 31st. Quarterly Workforce Reports shall be submitted, in PDF format, to OFHEO1@nyshcr.org by April 10th, July 10th, October 10th, and January 10th.

The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Pursuant to New York State ("NYS") Executive Law Article 15-A, the Contractor recognizes its obligation under the law to promote opportunities for maximum feasible participation of NYS certified MWBEs in the performance of contracts entered into by the Contractor. For purposes of this Agreement, the Contractor will fulfill its MWBE participation goals by directly contracting with NYS Certified MWBE firms.

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Part II: Contracts Awarded	
1. Construction Contracts:	
A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	
2. Non-Construction Contracts:	
A. Total dollar amount of all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Waiver Request

Indicate the “Good Faith Efforts” made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low- income persons, particularly those who are recipients of government housing. (Check all that apply and provide documentation and a narrative of the outcome.)

___ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at project site, contacts with community organizations and public or private agencies operating within the metropolitan area (or non-metropolitan county) in which Section 3 covered program or project is located, or similar method.

___ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

___ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concern.

___ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

Signature of Company Official

Date

Non-compliance with the requirements of Section 3 may result in sanctions, terminations of this contract for default and debarment or suspension from future HUD assisted contracts.

Instructions for Completing Form ADM-197

Important: For HOME projects, this report must be included with your Close-Out Submission. For HOME LPA projects this report is to be included with your Annual Performance Report.

Instructions: This form is to be used to report the accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 regulations of the HUD Act of 1968. This regulation states that “to the greatest extent feasible,” a good faith effort must be made to train and employ Section 3 residents as new hires which total a minimum of 30% of your labor amount; and to contract with Section 3 businesses in an amount which is at a minimum of 10% of the total amount of the contract for building trades, housing construction or rehab and at least 3% of the total amount for all other contracts. This regulation applies to all recipients of housing and community development assistance in excess of \$200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of \$100,000.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e.: supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of “Other” includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in Column A in connection with this award. New hire refers to a person who is not on the contractor’s or recipient’s payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in Column A in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor’s or recipient’s payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

