

HOUSING TRUST FUND CORPORATION

RFP# 07262013

REQUEST FOR PROPOSALS
for
Home Design Services
For NYS CDBG-DR Disaster Recovery Programs

RELEASED:
July 26, 2013

RESPONSES MUST BE RECEIVED BY 3:00 P.M. (EDT),
August 30, 2013

Table of Contents

I. INTRODUCTION3

II. DEFINITIONS4

III. PROGRAM REQUIREMENTS, GOALS, COMMUNITIES, and GUIDELINES7

A. Context of RFP 7

Recreate NY Smart Home Program 7

B. Goal 7

C. Objectives 8

D. Design 8

E. Green Building..... 8

F. Accessibility..... 8

G. Environmental 9

H. Obligations of Selected Designers and Design Teams 9

I. Timeline 9

J. Section 3 Clause 9

K. Davis-Bacon 9

L. Standards for Flood Resilient Buildings..... 10

IV. REQUEST FOR PROPOSALS PROCESS11

A. Inquiries 11

B. Responses and Submission Requirements 11

C. Time and Place of Submission 11

D. Key Dates..... 11

E. Review and Evaluation 11

V. MINIMUM QUALIFICATION REQUIREMENTS12

A. Residential Development Experience 12

B. Financial Capacity 12

C. No Adverse Findings 12

VI. SUBMISSION REQUIREMENTS13

Drawings..... 13

Design Description 14

Cost Estimate..... 14

VII. COMPETITIVE SELECTION CRITERIA15

A. Resiliency 15

B. Approach and Timeline 15

C. Design Experience and Quality 15

D. Charrettes 16

E. Green Building	16
E. Design Types	16
F. Building Construction Cost	16
VIII. REQUIRED DOCUMENTATION	17
IX. RATING CRITERIA	20
X. CONDITIONS, TERMS AND LIMITATIONS	21
XI. LOBBYING AND PROCUREMENT PROVISIONS	22
XII. FEES / BUDGET	22
APPENDIX A: Housing Data	24
APPENDIX B: Minimum Design Standards	25
APPENDIX C: Enterprise Green Communities Checklist	27
ATTACHMENTS	35

I. INTRODUCTION

Pursuant to this Request for Proposals (“RFP”), the State of New York (“State”), through the NYS Housing Trust Fund Corporation (“HTFC”), is seeking qualified designers and/or design teams (“Respondents”) for the design of replacement single-family homes impacted by Hurricane Sandy.

This program will be funded utilizing Federal Community Development Block Grant Disaster Recovery (CDBG-DR) funds through a process that is efficient, equitable and transparent. Assistance to individual homeowners will be provided based on the Housing Assistance Programs outlined in the New York Storm Recovery Plan and implemented in the New York State Action Plan for CDBG-DR. These plans were developed under the leadership of Governor Andrew M. Cuomo and New York State Homes and Community Renewal (HCR) Commissioner and CEO Darryl C. Towns, and approved by the U.S. Department of Housing and Urban Development (HUD) on April 26, 2013. CDBG-DR funds will be administered by the HTFC’s Office of Community Renewal (OCR), operating under the integrated leadership structure of HCR.

Sandy hit New York on October 29th through the 30th, 2012. The storm brought wind, rain, and water that destroyed homes and left many New Yorkers with limited access to critical services. The storm damaged or destroyed as many as 300,000 housing units, affected or closed over 2,000 miles of roadway, produced catastrophic flooding in subways and tunnels, and damaged major power transmission systems.

The State’s response included the implementation of both immediate (short-term) and intermediate housing strategies. The rebuilding of homes severely impacted by Sandy is the next essential step in housing recovery.

“State of New York Action Plan Community Development Block Grant Program Disaster Recovery” helps define how the State will effectively use all available funding to recover and rebuild, and just as importantly, to stimulate economic growth in every affected community. That plan encompasses the full range of critical recovery and rebuilding, including transportation and energy infrastructure, coastal protections and natural infrastructure, water treatment plants, housing, business recovery, and many others.

This RFP is being issued to identify Respondents with the expertise and capacity to design homes to be built on Eligible Property (defined hereinafter) in both a cost-efficient and timely manner, consistent with community goals, needs and character.

Respondents may be individuals or organizations, including those that are not-for-profit and for-profit, with the experience, financial resources, and capacity required to design homes described herein. Responses to this RFP (Responses) are not applications to receive loans or any assistance under any other program.

Respondents must demonstrate expertise in single-family home architecture and design, community outreach, and resiliency. Respondents must also demonstrate a commitment, capability and capacity to provide designs that can be built to suit the budget and objectives of the program.

II. DEFINITIONS

Advisory Base Flood Elevation (ABFE)

The advisory base flood elevations (ABFE) provides a better picture of current flood risk than most existing Flood Insurance Rate Maps (FIRMs), that in some cases can be more than 25 years old. New ABFEs are the recommended elevation of the lowest floor of a building.

Area Median Income (AMI)

Area Median Income shall mean the median income levels as modified by household size for Nassau and Suffolk counties as determined by the Department of Housing and Urban Development (HUD.) For 2013, 100% of the AMI is \$105,900 for a family of four in Nassau or Suffolk counties and \$74,200 for a single person.

Base Flood

Base flood is defined by the National Flood Insurance Program (NFIP) as “The flood having a one percent chance of being equaled or exceeded in any given year.” Base Flood is also referred to as the “100-year flood”.

Base Flood Elevation (BFE)

The base flood elevation is the level of floodwater expected to occur once in a hundred years.

CDBG-DR

Community Development Block Grant – Disaster Recovery. Flexible grants from HUD to help cities, counties, and States recover from Presidentially declared disasters, especially in low-income areas, subject to availability of supplemental congressional appropriations.

Design Flood Elevation (DFE)

The Design Flood Elevation is the elevation to which development in the regulatory floodplain is built. The minimum NFIP requirement for this elevation is the BFE. In areas where a higher degree of protection is promoted or required, a freeboard is added.

Design Team

One or more architects, engineers or other professionals with specific expertise and skill sets in storm and flood resilient building systems.

Eligible Property

Property in New York State but outside New York City that contained a single-family home destroyed by or demolished in the aftermath of Sandy, or now contains a home substantially damaged by Sandy where the cost of restoring the condition of the home to its condition as of October 28, 2012 would cost at least 70% of the market value of the home as of such date.

FEMA

The United States Federal Emergency Management Agency

Flood Hazard Boundary Map (FHBM)

Defined by the NFIP as “An official map of a community, issued by the [Floodplain] Administrator, where the boundaries of the flood and/or mudslide (i.e., mudflow) related to erosion areas having special hazards have been designated as Zones A, M, and/or E.”

Flood Insurance Rate Map (FIRM)

Defined by the NFIP as “An official map of a community, on which the [Floodplain] Administrator has delineated both the SFHAs and the risk premium zones applicable to the community.”

Flood Insurance Study (FIS)

Defined by the NFIP as “An examination, evaluation, and determination of flood hazards and, if

appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.”

Floodplain

Any land area susceptible to being inundated by water from any source.

Floodway

Floodway is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard

Freeboard is an additional elevation requirement some height above the BFE. This additional height is added to the BFE to produce the DFE. Freeboard provides a margin of safety above the estimated BFE and against extraordinary or unknown risks.

Green Building Standards

The Green Building Standard that Respondent will be required to design to is the 2011 Enterprise Green Communities criteria.

HCR

New York State Homes and Community Renewal consists of all the State's major housing and community renewal agencies, including The Affordable Housing Corporation, The Division of Housing and Community Renewal, Housing Finance Agency, State of New York Mortgage Agency, Housing Trust Fund Corporation and others.

Homeowner

The homeowner is the owner of property that is or may be an Eligible Property.

HTFC

Housing Trust Fund Corporation. The HTFC has a mission to create decent affordable housing for persons of low-income by providing loans and grants for the rehabilitation of existing housing or the construction of new housing.

HUD

The United States Department of Housing and Urban Development

Manufactured Home

A home built in a factory constructed to the National Construction and Safety Standards Code administered by HUD, and bears a HUD label.

Modular Home

A home built in a factory and constructed to the New York State Uniform Building Code administered by the New York State Department of State Division of Code Enforcement and Administration (DCEA), and bears a DCEA/DOS label.

NFIP

National Flood Insurance Program is a federal program enabling property owners in participating communities to purchase insurance protection against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods.

OCR

Office of Community Renewal. OCR is the Office within HTFC that administers the CDBG-DR grant.

Participating Homeowner

A participating homeowner is the homeowner receiving assistance under the Program.

Pattern Book

A pattern book is a collection of published housing designs that meet certain standards and are appropriate to the local character, from which builders and clients can choose. Typically there are a number of different styles and sizes.

Respondent

An individual, partnership, Limited Liability Company, corporation, joint venture, or other entity that submits a response to this RFP.

Special Flood Hazard Area

Special Flood hazard area is the land in the floodplain within a community subject to a 1-percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM.”

Square Footage Cost

The direct cost of construction (i.e. labor and materials) to build a new home divided by the total area of the home measured in square feet. The area of the home shall be measured at the exterior of walls at each floor level and added together. Unfinished basement spaces shall not be included in calculating the residential floor area of the home.

State

State refers to New York State.

Sustainable Design

Design principles that are intended to minimize long term negative environmental impact and excessive energy consumption. Included herein are measures to reduce consumption of non-renewable resources and minimize unnecessary waste, energy conservation, energy efficiency, water conservation, and indoor air quality. Sustainable design processes are to be utilized wherever possible.

III. PROGRAM REQUIREMENTS, GOALS, COMMUNITIES, and GUIDELINES

A. Context of RFP

In applying for CDBG-DR funding from HUD, the State prepared a CDBG-DR Action Plan (Action Plan). In the Action Plan, the State proposed programs to help people impacted by Sandy achieve permanent, sustainable housing solutions that allow them to remain in the State and, where possible, return to their pre-storm community.

The Action Plan outlines objectives to replace housing units, implement mitigation enhancement and resiliency measures and reduce future risk to storm damage, particularly in identified flood zones.

The State will use CDBG-DR funding to complement and build upon recovery investments already made with public and private funding sources. The State will prioritize assistance consistent with the Action Plan, and HUD CDBG-DR requirements.

The Action Plan includes the Recreate NY Smart Home Program that is available to single-family homeowners located outside of New York City whether owner occupied or income generating, including Condominiums, Co-Ops and Garden Apartments. This RFP is for design services related to new construction under the Recreate NY Smart Home Program.

Recreate NY Smart Home Program

- Will cover costs for the repair/replacement of damage to real property (including mold remediation); replacement of disaster-impacted non-luxury residential appliances; and environmental health hazard mitigation costs related to the repair or rehabilitation of disaster-impacted property.
- Assistance shall be for unmet rehabilitation or repair needs after accounting for all Federal, State, local and/or private sources of disaster-related assistance, including, but not limited to, homeowners and/or flood insurance proceeds.
- Assistance for repair and mitigation funding will be capped at the lesser of a specified dollar amount to be determined by the State, or the unmet repair, rehabilitation and mitigation need as described above. To direct sufficient levels of assistance to those most in need, especially low- to moderate-income and minority households, a higher overall dollar cap amount may be applied to those households of low or moderate-income, where the need is justified.
- All new construction of residential buildings or replacement and/or reconstruction of substantially damaged buildings must incorporate Green Building Standards.
- Rehabilitation of non-substantially damaged buildings must follow guidelines in the HUD "Green Building Retrofit Checklist".
- Household income will be required for reporting purposes even for those households assisted under the National Objective of urgent need.
- Households earning less than 80% of the Area Median Income will be prioritized in the order of processing applications for assistance.

B. Goal

The primary goal is to bring residents back to their communities as quickly as possible by balancing a timely response with adequate planning, and always recognizing the distinct needs of different communities. The State will use CDBG-DR funds to replace homes for Participating Homeowners that have been destroyed or substantially damaged by Sandy in a cost-effective, timely, and contextually-sensitive manner.

Designers and/or design teams will produce designs for all appropriate home types in the affected communities, based on square footage as follows: Two bedroom homes up to 1,000 square feet (ranch), 3 bedroom homes up to 1,500 square feet (colonial, ranch, hi-ranch and cape), and 3+

bedroom homes up to 2,000 square feet (colonial, hi-ranch and cape). Designers and/or design teams must also provide designs for an accessible ranch, and as described elsewhere in this RFP, provide designs that can be adapted to meet the accessibility and functional needs of all eligible homeowners.

C. Objectives

- Provide eligible Sandy survivors with home designs that are desirable, practical, sustainable and resilient.
- Provide home designs in consultation with local officials to ensure designs meet local zoning and applicable building code.
- Conduct processes in parallel wherever possible.
- Home construction that is consistent with local aesthetics and architectural styles; preserving local character, while remaining economically practical to construct.
- Produce designs consistent with community development and revitalization goals.
- Provide design services in collaboration with construction management, engineering, and any other professional services entity as directed by OCR.
- Provide Participating Homeowners with designs that meet lot restrictions, lot shapes, and square footage requirements. To this end, Respondents should demonstrate capacity to provide a full pattern book rather than individual designs.
- Utilize designs and construction techniques that maximize contractor capacity.

D. Design

Responses must comply with FEMA and HUD guidelines, State Building Code, local zoning requirements, all other applicable laws of the State and the Federal government.

To provide protection against future storms, designs must make use of best practices in flood protection. In some cases, newly constructed homes will need to be elevated above projected flood levels. The designs for such elevated homes must limit the impact of elevation on neighborhood character, streetscape, building access, ground floor use, and architectural quality. Designers will work with local communities to develop homes that incorporate appropriate design principles and provide flood resiliency.

Designers must respect the character of each community by taking cues and incorporating elements as appropriate from existing structures including but not limited to building massing, fenestration, rooflines, and other architectural elements.

E. Green Building

The goal of green building is to reduce the negative impact buildings have on the health of the environment and communities.

Green building for purposes of this RFP refers to the 2011 Enterprise Green Communities Criteria including Integrative Design, Location/Neighborhood Fabric, Site Improvements, Water Conservation, Energy Efficiency, Materials Beneficial to the Environment, and Healthy Living Environment.

F. Accessibility

In accordance with Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, and specifically Section 8.29, Homeownership Programs, all housing units newly constructed or rehabilitated for purchase or single-family (including semi-attached and attached) units to be constructed or rehabilitated through the CDBG-DR program or activity shall be made accessible upon request of the homeowner. If accessibility features selected at the option of the homebuyer

are ones covered by the standards prescribed by 24 CFR Section 8.32, those features shall comply with the standards prescribed in § 8.32. The homeowner shall be permitted to depart from particular specifications of these standards in order to accommodate his or her specific disability. Designers must demonstrate a capacity to adapt designs to suit ADA compliance.

G. Environmental

OCR anticipates that the National Environmental Policy Act (NEPA) environmental planning reviews will be required.

H. Obligations of Selected Designers and Design Teams

Homeowner Engagement

Designers and Design Teams will work closely with OCR, and any third party designated by OCR for this purpose, to conduct outreach to impacted communities, to solicit input such that final designs are sensitive to and reflect the nature, character, architectural needs, and desires of the communities in which the designs are intended to be utilized.

Design

Within three weeks of completing the initial community engagement process, each Designer or Design Team must complete a set of schematic site plans, floor plans, and elevations that incorporate feedback from the community engagement process, and submit them to OCR for review and approval for each model type within the selected community. Designs must be storm and flood-resilient, and contextually sensitive. Upon approval of each model type, Designers and/or Design Teams will be required to provide complete sets of construction drawings including blueprints, mechanical drawings, and any other drawings necessary to commence construction coordination. The time allotted to provide these drawings will vary dependent on the number of designs required by OCR or any designated agent of OCR.

I. Timeline

Designers and Design Teams will be responsible for arranging timely commencement and completion, will be held accountable for the schedules outlined in their Response and agreed upon with OCR, and will be required to submit ongoing status reports.

J. Section 3 Clause

Work under this RFP may be subject to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations at 24 CFR part 135. If applicable to the project, (i) to the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of the project must be given to "Section 3 Residents" as such term is defined in 24 CFR 135.5; and (ii) to the greatest extent feasible, contracts for work to be performed in connection with any such project must be awarded to "Section 3 Business Concerns" as such term is defined in 24 CFR part 135.5.

K. Davis-Bacon

CDBG-DR funds are subject to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) and the implementing regulations at 29 CFR Part 5, which require all laborers and mechanics to be paid prevailing wages. Davis Bacon prevailing wages rates apply when construction costs exceed \$2,000. For purposes of this RFP, Davis Bacon does not apply to design costs, but do potentially come into play when CDBG-DR funds are used to construct new homes using the designs developed pursuant to this RFP.

L. Standards for Flood Resilient Buildings

FEMA flood maps delineate which buildings should meet standards of flood resilience.

Buildings fall into three zones: V, A, and the 500 year flood zone. The FEMA maps also indicate the BFE for an area.

The BFE indicates the height above sea level to which a building must be either elevated or dry flood proofed, depending on use. Elevated buildings allow water to pass underneath the lowest finished floor in a flood without harming structure or contents, and space below can be used only for building access, parking, or storage. No space can be excavated below grade to prevent standing water. Dry flood proofing is a collection of methods for sealing a building to keep water out and is only allowed in non-residential or mixed use buildings.

Building code adds Freeboard to the BFE -- a factor of safety above the BFE which recommends that buildings be raised to a DFE. The DFE for residential buildings is two feet above the BFE, and for mixed use buildings, one foot above the BFE.

The extent of V and A zones is also known as the one hundred year flood plain.

The V zone is the area where waves can cause structural damage to buildings. V zone buildings are required to have open foundations (piers or piles). Only 300 square feet of enclosed space for parking, building access, or storage is allowed below the design flood elevation. Dry flood proofing is not allowed.

The A zone is subject to coastal still water flooding. Both elevation and dry flood proofing are permitted.

The 500 year flood zone carries no requirements for residential buildings.

IV. REQUEST FOR PROPOSALS PROCESS

A. Inquiries

A conference will be scheduled to discuss this RFP, accept questions and provide preliminary responses. OCR is in the process of scheduling the conference and will post an update as soon as possible to the "Procurement Opportunities" webpage at:
<http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm>.

We strongly encourage potential respondents to check the Procurement Opportunities webpage frequently for updates and additional information pertaining to this RFP.

Respondents may also submit questions outside of the conference 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 NYSHCR 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 5PM (EDT) on August 9, 2013.

B. Responses and Submission Requirements

This RFP seeks Respondents with the design experience and organizational capacity to successfully design single-family homes for persons whose homes were destroyed or substantially damaged by Sandy.

All Respondents must submit a full Response to this RFP and meet the minimum criteria set forth in this RFP. In order to remain qualified, Respondents must continue to meet the minimum criteria set forth in this RFP. Designers or Design Teams may be for-profit entities, joint ventures, individuals, sole proprietors, or not-for-profit organizations.

C. Time and Place of Submission

Proposals must be sent via e-mail, in PDF file format, to the following e-mail address: fmarkowski@nyshcr.org and must arrive no later than 3:00 PM (EDT), August 30, 2013.

D. Key Dates

July 26, 2013	Release of RFP
August 6, 2013	Respondents' Conference – 1 PM (EDT)
August 9, 2013	Last Day to Submit Questions – 5 PM (EDT)
August 14, 2013	Issuance of Answers to Questions (anticipated)
August 30, 2013	Proposal Submission Deadline – 3 PM (EDT)
TBD	Target Date for Finalist Interviews – at OCR's Option
September 13, 2013	Target Date for Selection

E. Review and Evaluation

OCR will determine if Respondents meet minimum qualification requirements based on the criteria specified in this RFP. OCR may disapprove the inclusion of any or all members of the Respondent's team and may require Respondents to substitute other individuals or firms.

OCR will review Responses and match selected designers with communities for development. OCR may, at its sole discretion, create a list of qualified Designers that may be offered design opportunities in other communities with expanding need due to increased homeowner eligibility. OCR may designate one or more Designers or Design Team per community.

V. MINIMUM QUALIFICATION REQUIREMENTS

A. Residential Development Experience

At least one principal of the Respondent must have direct prior experience, as principal, by successfully completing at least one project of comparable size and scope to the one proposed in this RFP. Preference will be given to Respondents with prior design experience in communities adversely impacted by Hurricane Sandy and/or other communities impacted by prior disaster events.

B. Financial Capacity

Respondents must demonstrate adequate financial resources to develop a project of the scope proposed in their submission. OCR will evaluate the Respondent's assets, bank or other lender references, and current commitments in order to assess the Respondent's capacity to fund design costs and commence and complete Respondent's entire Project in a timely manner.

C. No Adverse Findings

A Response may be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent OCR from selecting the Respondent or any person or entity associated with the Respondent. Such adverse findings include, but are not limited to:

- Negative findings from the Inspector General's Office
- 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 local-sponsored program
- A record of substantial building code violations or litigation against properties owned and/or managed by the Respondent or by any entity or individual that comprises the Respondent
- Past or pending voluntary or involuntary bankruptcy proceeding
- Conviction for fraud, bribery or grand larceny.

VI. SUBMISSION REQUIREMENTS

Drawings

The Response shall include drawings that illustrate the general approach of the Respondent to meet the goals and objectives outlined in this RFP. Drawings shall be submitted in PDF format at a sufficient scale, resolution and clarity to be legible when viewed on a standard computer screen. Drawings may be a schematic nature, but must meet the minimum standards:

Site Plan

- Lot size of 40 feet wide (front) by 80 feet deep, with five foot setbacks on all sides.
- Draw site plan and floor plans in the same orientation.
- Indicate proposed pavement and landscaping options.

Floor Plan(s)

- Draw floor plans and site plan in the same orientation.
- Indicate room/space designations.
- Indicate building construction components.
- Indicate overall room dimensions.
- Provide overall building dimensions.

Elevations

- Indicate all exterior building materials.
- Indicate overall building height dimensions for each roof peak.
- Indicate finished floor height dimensions.
- Indicate roof pitch for each roof segment.
- Provide colored rendered drawing(s) to highlight the proposed design.

Exterior Wall Section(s)

- Indicate construction system(s).
- Indicate ceiling heights.
- Indicate window heights (and floor to sill heights).
- Indicate overall wall thermal "R" value.

Building Section(s)

- Indicate construction system(s).
- Indicate built-in features, furnishings and fixtures.
- Indicate ceiling heights.
- Indicate window heights (and floor to sill heights).
- Indicate overall wall thermal "R" values.
- Indicate exterior elements contributing to the design.

Design Description

Provide a written description of the proposed design that explains, at a minimum, the following components and characteristics of the design:

- Design concept.
- Incorporation of concepts and ideas received from the community outreach meetings.
- Descriptions of any modifications and alternates available to homeowners.
- Description of the features of the home.
- Description of the construction components.
- Description of finishes.
- Description of heating and cooling systems.
- Descriptions of green building and energy conservation features.

Cost Estimate

Respondents must be able to provide full architectural and design services including, but not limited to, architectural services, space planning, structural, mechanical, plumbing, fire protection, electrical, and environmental services. Respondents are required to separate and identify all cost components, including but not limited to those outlined above. The Respondent must provide an hourly cost breakdown of all positions that are relevant to this Response. All hourly costs shall include overhead and profit. Any Response that does not completely itemize all cost components may be deemed non-responsive and may be excluded from further consideration.

VII. COMPETITIVE SELECTION CRITERIA

A. Resiliency

The State, through the Recreate NY Smart Home program, will assist property owners to mitigate their properties for future threats. To that end, designs resulting from this RFP must promote smarter, resilient building performance, as well as increased survivability. Responses will be evaluated on the use of traditional, new and innovative techniques, methods and materials that result in improved resiliency. Respondents must provide narrative detailing their understanding of resilient design, and their approach to designing resilient homes.

B. Approach and Timeline

Responses will be evaluated on the quality of the proposed approach to meeting the goals of this program.

Respondents must provide a detailed narrative description outlining the proposed concept and methodology of the Project and include, among other things, the Respondent's:

- Approach to the Project;
- Critical Project issues and problem solving techniques;
- Methods for leveraging scale and other methods of producing cost savings;
- Methods for producing the most cost-efficient, expeditious, and contextually-sensitive housing options for communities; and,
- Ability to design models for each housing type that can be adapted to various unit configurations (1 BR, 2 BR, etc.) and building footprints.

Respondents must provide a design schedule, including benchmarks for commencement and milestones related to community engagement, commencement and completion of plans and drawings, and local and State plan approval.

Responses will be judged by their ability to produce results in a timely and realistic manner.

C. Design Experience and Quality

Previous design experience will be evaluated as it reflects the Respondent's demonstrated ability to successfully carry out a quality project of this type, size, and complexity in a timely manner. Among the factors that will be considered are:

- Quality of design in projects completed or currently under development, particularly single-family homes as defined in this RFP.
- Extent of the Respondent's experience, in terms of number, size, type, and scale of projects completed within the last ten (10) years;
- Experience with incorporating resiliency measures, and sustainable design practices consistent with Green Building Standards.

Respondents must submit design team résumés and qualifications detailing applicable residential design experience. Respondents should also describe their experience designing resilient and sustainable structures, if applicable.

Schematic designs for each housing typology in each community for which you are applying must be provided and may include typical unit plans, elevations, other architectural drawings, and description of compliance with the 2011 Enterprise Green Communities Criteria. Design submissions will be evaluated on their aesthetics, architectural merit and consideration the

neighborhood context. Innovative design solutions for challenges related to the need to elevate structures should be proposed.

D. Charrettes

The Designer or Design Team will work closely with the State to conduct focused outreach in impacted communities. Designers should anticipate a focused outreach process.

Respondents must submit a narrative detailing a plan for engaging stakeholders in a meaningful way, including how feedback will be incorporated into final designs (Engagement Plan). Data from facilitated sessions must be reflected in designs that provide Sandy survivors with options that are time-efficient, cost-effective, and high quality. Engagement Plans submitted under this section must outline the capacity of current staff, and any additional staff that may be hired, and must describe the approach for soliciting and gathering information that will be incorporated into designs.

E. Green Building

The goal of Green Building is to reduce the negative impact buildings have on the health of the environment and communities. OCR encourages the development of designs that adhere to a comprehensive green building framework, and are capable of achieving certification through the Enterprise Green Communities Program (EGCP). The EGCP provides cost-effective standards for creating healthy and energy-efficient homes.

The Enterprise Green Communities Checklist is included in Appendix E of this RFP.

E. Design Types

Selected Respondents will be required to produce designs for one or more home types including but not limited to: colonial, ranch, hi-ranch and cape, plus designs that are accessible. Respondents must identify the types of home for which they can provide design services in their response to this RFP.

F. Building Construction Cost

In responding to this RFP, Respondents must provide one or more sample design(s), to be accompanied by an estimate of construction cost and total livable square footage for each submitted design.

Respondents shall also provide narrative describing a capacity to, if selected, produce full pattern books for Participating Homeowners.

VIII. REQUIRED DOCUMENTATION

Proposals must be sent via e-mail, in PDF file format, to the following email 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 email 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 email Response submission. Only complete Responses will be evaluated. In all instances, OCR's determination regarding the completeness of any Response shall be final. All Responses must exhibit the respondent's ability to perform all tasks described within this RFP.

OCR will only consider responses to this RFP prepared in a consistent and easily comparable format. RFP responses ("Responses") not organized in the manner set forth in this RFP may be considered, at the Agency's sole discretion, as unresponsive. Do not refer to other parts of your Response, to information that may be publicly available elsewhere, or to the Respondent's website or another website in lieu of answering a specific question.

Respondents to this RFP must provide satisfactory evidence of their ability to undertake activities described herein, and to produce the specified products or services on time. Along with the response items described in sections III and VI, and demonstrating minimum qualifications contained in section V, Respondents must provide the following information:

1. Cover Letter

The Response must be accompanied by a cover letter that includes:

- a. A certification that the information submitted in and with the Response is true and accurate, and the person signing the cover letter is authorized to submit the response on behalf of the Respondent.
- b. Summary of information included in the Response.
- c. Name, title, telephone number and email address for the representative who should be contacted for more information.

2. Designer or Design Team Narrative

Provide a detailed narrative explaining why Respondent is qualified to provide the requested services, focusing on the key strengths and competitive advantages of team members. The narrative should include experience in single-family home design and specific examples of similar projects.

3. Organization Profile

a. Provide an organizational summary including a description of the Respondent's legal status (e.g., individual practitioner, partnership, Limited Liability Company, corporation, non-profit organization, charitable institution, etc.), history, background, mission, and an organizational structure. If Respondent is an affiliate of, or has a joint venture or strategic alliance with, another company, please identify the percentage of ownership and the percentage of the parent's ownership. Finally, provide the proposed operating structure for the services requested under this RFP and which entities (i.e., parent company, affiliate, joint venture, subcontractor) will be performing those services.

b. The year the Respondent was founded and/or incorporated. If incorporated, please indicate the state where the Respondent is incorporated and the date of incorporation.

- c. The location of the Respondent's headquarters and any field office(s) that may provide services for any resulting contract under this RFP.
- d. The number of the Respondent's employees, both locally and nationally, and the location(s) from which employees may be assigned.
- e. The name, address, and telephone number of Respondent's point of contact for any resulting contract under this RFP.
- f. Indication of whether the Respondent has ever been engaged under a contract by any New York State agency or New York State public benefit corporation. If "Yes," specify when, for what duties, and for which agency.
- g. Indication of whether the Respondent has ever been engaged under a contract for CDBG-funded residential design and whether it was involuntarily terminated from participation in the program or voluntarily ceased participation in the program without completing all construction projects.
- h. Provide a list of any State issued licenses, approvals, certifications, and registrations held by the organization and key individuals.

4. Key Staffing Profile

Respondent must provide a key staffing profile and resumes for staff that will be responsible for the performance of the services requested under this RFP. Respondent(s) must provide the name and qualifications of the dedicated lead for the duration of this project. An organization chart is preferred.

5. References

Respondent shall provide a minimum of 3 references for similar services provided, for general single-family home design activities. The work should be within the last 5 years. Respondent must verify current contacts. Information provided shall include: client name, project description, total dollar amount of project, key staff assigned to the referenced project that will be designated for work under this RFP, and client contact information including name, address, phone number and e-mail address.

6. Major Subcontractor Information

In addition to the other requirements for responding to this RFP, Respondent must identify any major subcontractors that Respondent intends or reasonable expects to utilize in performing 15 percent or more of any project. Respondent must indicate whether or not Respondent holds any financial interest in any major subcontractor.

7. Litigation History

Respondent must include in its Response a complete disclosure of any alleged or significant contractual failures. In addition, Respondent must disclose any civil or criminal litigation or investigation pending over the last 5 years that involves Respondent or in which Respondent has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any Respondent. OCR reserves the right to reject any Response to this RFP based upon Respondent's prior history with the State or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations.

8. Conflicts

Respondent must disclose any potential conflict of interest it may have in providing the services described in this RFP, including all existing or prior arrangements. Include any activities of affiliated or parent organizations and individuals who may be assigned to manage this project.

9. Annual Reports

Respondents shall submit an annual report, which must include:

- a. Last 2 years of audited financial statements.
- b. If applicable, last 2 years of consolidated statements for any holding companies or affiliates.
- c. An un-audited financial statement of the most recent quarter of operation.
- d. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract.

Any Respondent that is unable to provide the annual report specified above, may instead provide all three of the following:

- a. Last 2 years of un-audited financial statements.
- b. An un-audited financial statement of the most recent quarter of operation.
- c. A full disclosure of any events, liabilities, or contingent liabilities that could affect Respondent's financial ability to perform this contract.

10. Quality Control Program

Respondent must provide the name and job title of the person(s) responsible for the Respondent's quality control program, as well as a description of its quality control program. Submittal of a copy of the Respondent's quality control manual may be required. The quality control manual may become part of the Contract if the Respondent is selected.

11. Non-Collusion Affidavit

The price and amount of any Response to this RFP must have been arrived at independently and without consultation, communication, agreement, or disclosure with or to any other Respondent or prospective Respondent. Complimentary Responses are illegal and prohibited. No attempt may be made at any time to induce any firm or person to refrain from submitting a Response or to submit any intentionally high or noncompetitive Response. All Responses must be made in good faith and without collusion.

IX. RATING CRITERIA

Respondents must submit documentation for the Competitive Selection Criteria listed herein. Selections will be based on the submitted information and materials as well as information on prior project performance, any information obtained from references, and information obtained from governmental agencies and entities. Additional material may also be requested and reviewed as necessary to clarify or supplement the information provided to or obtained for evaluation.

Respondent must provide all of the information requested. Making a false statement in responding to this RFP is grounds for disqualification.

Responses will be evaluated based on the criteria set forth herein and points will be assigned for each evaluation criteria provided herein. One or more designers or design teams may be selected.

A Response will be scored on the basis of best value of which cost is only a portion of the overall evaluation. Notwithstanding the scoring system set forth below, OCR reserves the right to select Responses that, in its sole judgment, are consistent with and responsive to the goals of the CDBG-DR Action Plan irrespective of whether they are the apparent lowest cost Responses, and are determined by OCR to be in the best interests of the citizens of the State of New York. OCR may deem a Response non-responsive and disqualify a respondent, if any of the required forms, information or other documentation is missing or incomplete. OCR reserves the right to disregard any apparent errors in a Response, in its sole judgment, it deems insignificant, to accept or reject any or all Responses, or to cancel this solicitation and reissue it or another version of it, if OCR deems that doing so is in the best interest of the impacted communities or the State. All decisions shall be final and are not subject to appeal.

Points will be assigned as follows:

- A. Resilient Design Practices (20 points) – Responses that identify and articulate innovative design techniques that are resilient and will result in single-family housing stock that is better able to withstand future storm events than the housing being replaced in the aftermath of Hurricane Sandy.
- B. Community Outreach and Community Appropriate Design (20 points) – Responses that demonstrate intent and capacity to engage with local communities, and design homes that are architecturally appropriate for the communities in which they will be constructed.
- C. Cost (25 points) - Responses that are cost efficient. Responses will be ranked based on the budget documentation provided, and the estimated cost, including both soft and hard costs, to construct designs submitted under this RFP.
- D. Green, Energy Efficiency and Other Innovative Design Practices (15 points) – Responses that identify and articulate additional innovative design methods, techniques and capacity to provide designs that promote and embrace the concepts of siting and structure design efficiency, energy efficiency, water use efficiency, materials efficiency, indoor environmental quality enhancement, waste and toxics reduction, and any other innovative practices consistent with healthy communities.
- E. Capacity (20 points) – Responses that demonstrate capacity to produce a breadth of designs, including home types described within this RFP, and ongoing support to modify or supplement designs to meet special needs including but limited to lot size, lot shape, natural features, and functional and accessibility needs. Also, Responses must show capacity to produce designs in a timely fashion and that promote construction time savings given the urgent nature of this RFP.

X. CONDITIONS, TERMS AND LIMITATIONS

This RFP is subject to the specific conditions, terms, and limitations stated below:

- A. OCR is not obligated to pay, nor shall OCR in fact pay, any costs or losses incurred by Respondents at any time, including the cost of responding to the RFP.
- B. OCR reserves the right to reject, at any time, any or all submissions and/or cancel this RFP in whole or in part. OCR also reserves the right, at any time, to waive compliance with, or change any of the terms and conditions of, this RFP and to entertain modifications and additions to Respondents' submissions.
- C. OCR may select as many Respondents as it deems necessary, and reserves the right to assign Respondents to specific communities.
- D. This RFP and any resulting agreement are subject to all applicable laws, rules and regulations promulgated by any federal, state, or local authority having jurisdiction over the subject matter thereof, as the same may be amended from time to time.
- E. Any material misrepresentation made by a Respondent or any failure by a Respondent to disclose any material information in connection with its response to this RFP may result in the Respondent's disqualification from consideration under this RFP.
- F. Each Respondent has a continuing obligation, prior to and after being selected, to update OCR regarding any material changes to information that such Respondent has provided to OCR within 30 days of any such material changes, including, but not limited to material changes to information regarding investigations, subpoenas, and changes of principals. Failure of any Respondent to update OCR on such material changes may result in the Respondent's disqualification from consideration for under this RFP.
- G. Each Respondent has a continuing obligation, prior to and after placement on the List, to provide any documentation and/or information requested by the State, HTFC or OCR. Failure of any Respondent to provide such documentation and/or information when requested may result in the Respondent's disqualification from consideration for under this RFP.
- H. There shall be no expectation of, and there will be no, compensation for designs not selected for use.
- I. HTFC reserves the right to allow other entities to use and reproduce any designs selected by this process at the sole discretion of HTFC.
- J. Preference for the award of design services to create construction documents and construction administration services will be given to the entities submitting the selected design(s), however HTFC reserves the right to award such additional services to other entities to ensure expediency in implementing the Recreate NY Smart Home Program or address other concerns that the Housing Trust Fund may have.

XI. LOBBYING AND PROCUREMENT PROVISIONS

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between HCR 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 HCR to other than the Contracting Officer identified below, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3)(a). HCR employees and other relevant HCR 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 J. Markowski, Jr., Assistant Treasurer, HTFC
fmarkowski@nyshcr.org

XII. FEES / BUDGET

Provide a breakdown of Firm's proposed fee per delivered design (if awarded). Detail the roles for each in-house professional (e.g. Principal Architect, Architect, Drafter) and contracted professional (e.g. Mechanical Engineer, Electrical Engineer).

Per completed design:

This schedule should include fees for:

- Developing conceptual drawings
- Converting to final architectural drawings

In-house fees					
Role	Name	Years experience	Hourly rate	Total hours	Total fee
Contractor fees					
Discipline	Firm	Hourly rate	Total hours	Total fee	
Total proposed fee per completed design (including ongoing support if necessary):					

Hourly support:

This schedule should include fees for:

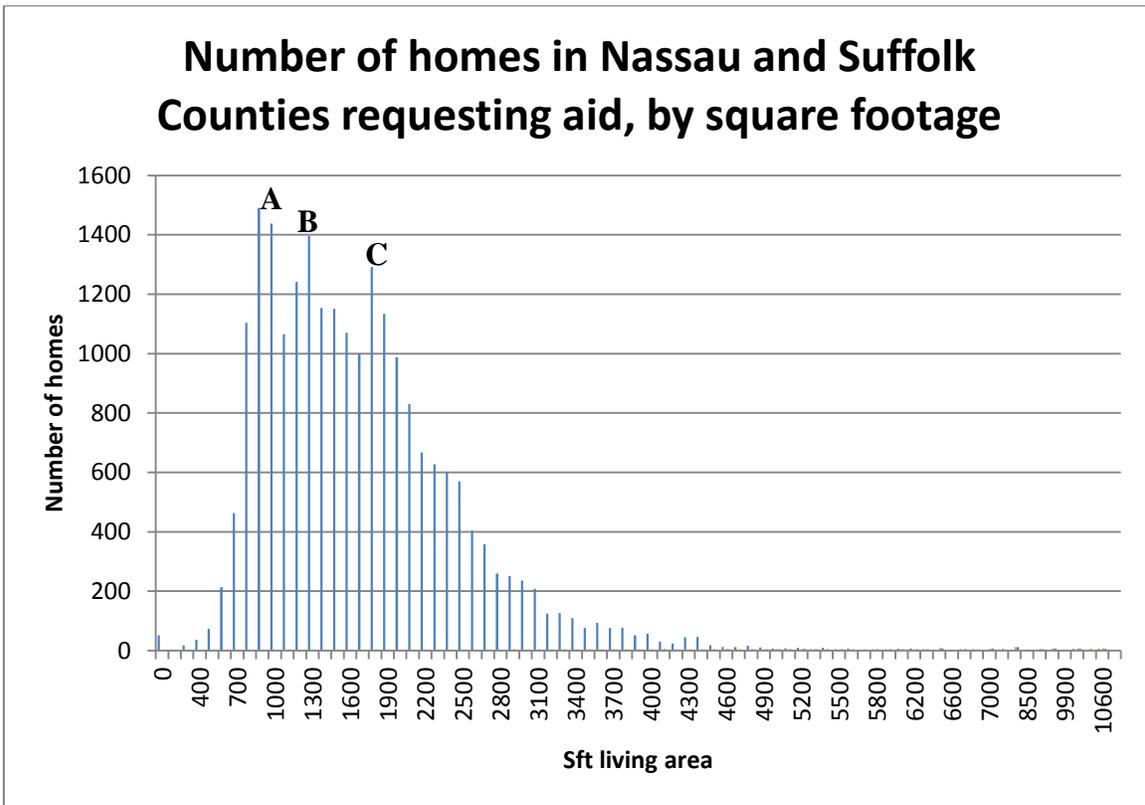
- Providing ongoing support for site-specific needs / variances (e.g. ADA compliance)

In-house fees			
Role	Name	Years experience	Hourly rate
Contractor fees			
Discipline	Firm		Hourly rate

APPENDIX A: Housing Data

Representative housing data, based on density of addresses in Nassau and Suffolk Counties from which requests for aid have been received:

Representative group	Typical stories	Typical bedrooms	Typical living sq ft
A	1	2-3	8,00-1,100
B	1-2	2-3	1,200-1,400
C	2	3+	1,800-2,000



APPENDIX B: Minimum Design Standards

Overview

The purpose of these Minimum Design Standards (MDS) is to ensure that all Participating Homeowners receiving CDBG-DR funds for construction of a new home are provided with a dwelling that is safe, sanitary, and affordable.

All single-family rehabilitation & reconstruction carried out with the assistance of funds provided through disaster recovery funding shall be carried out in accordance with these standards and the MCS, and unless otherwise defined shall meet or exceed industry and trade standards.

The MDS are not intended to reduce or exclude the requirements of any local, county, or state building/housing codes, standards, or ordinances that may apply.

Due to the nature of the intended rehabilitation/construction work, many of the standards outlined in this document exceed the requirements of the HUD Section 8 Housing Quality Standards (HQS). These standards expand on the common definitions of safe, decent and sanitary housing; non-luxury housing; and good quality, reasonably priced housing with suitable amenities, that is affordable to persons of low and moderate income. These standards are also designed to assist in achieving consistency throughout the state for single-family rehabilitation activities funded by the New York State Disaster Recovery Program.

Applicable Laws, Codes & Regulations

The Minimum Design Standards intend to construct/rehabilitate and maintain homes in full compliance with the following statutory and regulatory requirements:

- NYS Uniform Fire Prevention and Building Code
- Energy: Energy Conservation Construction Code of New York State
- Local Housing Codes
- HUD Housing Quality Standards
- American National Standard Institute (ANSI) "Accessible & Unusable Building and Facilities" (edition and publication referenced by governing building code)

It is intended that these minimum specifications shall prevail except when in conflict with, or less stringent than the local governments of Suffolk, Nassau, Westchester counties (or local municipal level), State, or Federal Regulations or Codes, in which instance the more stringent standards will prevail.

Sustainable Design

The MDS have incorporated "sustainable design" principles, which are intended to minimize long term negative environmental impact, excessive energy consumption, water conservation, and indoor air quality.

Contractors are expected to be conscientious about sustainable design principles throughout the construction/rehabilitation process and incorporate these design processes wherever possible.

General Design Requirements

Bedrooms

- Every bedroom must have a closet and a door.
- Bedroom doorways must have a 2-8 inch or larger door.

Bathrooms

- Every unit must have a bathroom containing a bathtub unit with shower head, a sink, a toilet, and a mirrored medicine cabinet. An additional half bathroom may contain a sink, toilet, shower, and a mirror.
- Vanities should be provided with all lavatory sinks, unless bathrooms are to be handicapped accessible.
- New bathrooms doorways must have a 2-8 inch or larger door.

Minor deviations from these requirements may be permitted if it can be demonstrated that they result in a superior design solution. Requests will be reviewed on a case-by-case basis based on:

- Cost-effectiveness of the alternate solution
- Functional appropriateness of the alternate solution
- Durability and operating appropriateness of the alternate solution

Minimum Site Standards

Provide positive drainage of all driveways, parking areas, ramps and walkways to prevent standing water.

All primary walkways, sidewalks from driveway and street, and sidewalks to secondary entrances shall be three (3) ft. to four (4) ft. wide concrete. Sidewalks along roadways and directly adjacent to parking areas shall be five (5) feet wide.

Minimum Equipment Standards

ENERGY STAR labeled equipment and appliances.

For zero, one and two bedroom units, provide a minimum of a 14 cubic foot, two-door, frost free refrigerator with freezer compartment, a 30 inch, self-cleaning, range/oven with integral backsplash, lighted range hood and a 24 inch wide single-bowl, stainless steel sink.

For family units of 3 bedrooms or larger, provide a minimum of an 18 cubic foot, two door, frost free refrigerator with freezer compartment; a 30 inch self-cleaning range/oven with integral backsplash; lighted range hood.

APPENDIX C: Enterprise Green Communities Checklist



M = MANDATORY
= AVAILABLE OPTIONAL POINTS

2011 Enterprise Green Communities Criteria Checklist

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria. To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the Criteria mandatory measures applicable to that construction type. Additionally, New Construction projects must achieve 35 optional points, Substantial Rehab projects must achieve 30 optional points, and Moderate Rehab projects must also achieve 30 optional points.

1: INTEGRATIVE DESIGN

YES NO MAYBE

M

1.1a Green Development Plan: Integrative Design Meeting(s)

Conduct one or more integrative design meetings and submit a Green Development Plan or equivalent documentation.

YES NO MAYBE

M

1.1b Green Development Plan: Criteria Documentation

Create design and construction documentation to include information on implementation of appropriate Enterprise Green Communities Criteria.

YES NO MAYBE

2

1.2a Universal Design (New Construction only)

Design a minimum of 15% of the dwelling units (no fewer than one) in accordance with ICC/ANSI A117.1, Type A, Fully Accessible guidelines.

YES NO MAYBE

2 or 3

1.2b Universal Design (Substantial and Moderate Rehab only)

Design a minimum of 10% of the dwelling units (no fewer than one) in accordance with ICC/ANSI A117.1, Type A, Fully Accessible guidelines [2 points] and, for an additional point, the remainder of the ground-floor units and elevator-reachable units should have accessible unit entrances.

SUBTOTAL OPTIONAL POINTS

2: LOCATION + NEIGHBORHOOD FABRIC

YES NO MAYBE

M

2.1 Sensitive Site Protection (New Construction only)

Do not locate new development, including buildings, built structures, roads, or other parking areas, on portions of sites that meet any of the following provisions:

- Land within 100 feet of wetlands, including isolated wetlands or streams
- Land on slope greater than 15%
- Land with prime soils, unique soils, or soils of state significance
- Public parkland
- Land that is specifically identified as habitat for any species on federal or state threatened or endangered lists
- Land with elevation at or below the 100-year floodplain

YES NO MAYBE

M

2.2 Connections to Existing Development and Infrastructure (New Construction only, except for projects located on rural tribal lands, in colonias communities, or in communities of population less than 10,000)

Locate project on a site with access to existing roads, water, sewers, and other infrastructure within or contiguous to existing development. Connect the project to the pedestrian grid.



M = MANDATORY
= AVAILABLE OPTIONAL POINTS

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	LOCATION + NEIGHBORHOOD FABRIC (CONTINUED)
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	5 or 6	2.3 Compact Development (New Construction only) Design and build the project to a density of at least: <ul style="list-style-type: none"> • <i>Urban/Small Cities:</i> 10 dwelling units per acre, or at least 75% of surrounding net residential density, whichever is greater • <i>Suburban/Mid-Size Towns:</i> 7 dwelling units per acre, or at least 75% of surrounding net residential density, whichever is greater • <i>Rural/Tribal/Small Towns:</i> 5 units per acre for detached or semi-detached housing; 10 units per acre for townhomes; 15 units per acre for apartments
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	2.4 Compact Development Design and build the project to a density of at least: <ul style="list-style-type: none"> • <i>Urban/Small Cities:</i> 15 dwelling units per acre, or at least 75% of surrounding net residential density, whichever is greater [5 points] • <i>Suburban/Mid-Size Towns:</i> 10 dwelling units per acre, or at least 75% of surrounding net residential density, whichever is greater [6 points] • <i>Rural/Tribal/Small Towns:</i> 7.5 units per acre for detached or semi-detached housing; 12 units per acre for townhomes; 20 units per acre for apartments [6 points]
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	2.5 Proximity to Services (New Construction only) Locate the project within: <ul style="list-style-type: none"> • <i>Urban/Small Cities:</i> a 0.25-mile walk distance of at least two OR a 0.5-mile walk distance of at least four of the list of facilities • <i>Suburban/Mid-Size Towns:</i> a 0.5-mile walk distance of at least three OR a 1-mile walk distance of at least six of the list of facilities • <i>Rural/Tribal/Small Towns:</i> two miles of at least two of the list of facilities
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	2.6 Preservation of and Access to Open Space: Rural/Tribal/Small Towns Only (New Construction only) Set aside a minimum of 10% of the total project acreage as open space for use by residents OR locate project within a 0.25-mile walk distance of dedicated public open space that is a minimum of 0.75 acres
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	3 max	2.7 Preservation of and Access to Open Space Set aside a percentage of the total project acreage as open space for use by residents: 20% [1 point]; 30% [2 points]; and 40% + written statement of preservation/conservation policy for set-aside land [3 points]
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	5	2.8 Access to Public Transportation Locate the project within: <ul style="list-style-type: none"> • <i>Urban/Small Cities:</i> a 0.5-mile walk distance of combined transit services (bus, rail, and ferry) constituting 76 or more transit rides per weekday and 32 or more transit rides on the weekend • <i>Suburban/Mid-Size Towns:</i> a 0.5-mile walk distance of combined transit services (bus, rail, and ferry) constituting 60 or more transit rides per weekday and some type of weekend ride option • <i>Rural/Tribal/Small Towns:</i> 5-mile distance of either a vehicle share program, a dial-a-ride program, an employer van pool, or public-private regional transportation
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	5	2.9 Walkable Neighborhoods: Connections to Surrounding Neighborhood—Rural/Tribal/Small Towns Connect the project to public spaces, open spaces, and adjacent development by providing at least three separate connections from the project to sidewalks or pathways in surrounding neighborhoods and natural areas.



M = MANDATORY
= AVAILABLE OPTIONAL POINTS

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	7 max	LOCATION + NEIGHBORHOOD FABRIC (CONTINUED) 2.10 Smart Site Location: Passive Solar Heating/Cooling Demonstrate a building with a passive solar design, orientation, and shading that meet specified guidelines. <i>Select one:</i> <ul style="list-style-type: none"> • Single building—New Construction [7 points] • Multiple buildings—New Construction [7 points] • Moderate or Substantial Rehab [7 points]
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	2	2.11 Brownfield or Adaptive Reuse Site Locate the project on a brownfield or adaptive reuse site. <i>Select either:</i> adaptive reuse site [2 points] or brownfield remediation [2 points]
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	6	2.12 Access to Fresh, Local Foods Pursue one of three options to provide residents and staff with access to fresh, local foods, including neighborhood farms and gardens; community-supported agriculture; proximity to farmers market.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	4	2.13 LEED for Neighborhood Development Certification Locate the project in a Stage 2 Pre-Certified LEED for Neighborhood Development plan or a Stage 3 LEED for Neighborhood Development Certified Neighborhood Development.
SUBTOTAL OPTIONAL POINTS		
3: SITE IMPROVEMENTS		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	3.1 Environmental Remediation Conduct an environmental site assessment to determine whether any hazardous materials are present on site.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	3.2 Erosion and Sedimentation Control <i>(Except for infill sites with buildable area smaller than one acre)</i> Implement EPA's Best Management Practices for erosion and sedimentation control during construction.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	3.3 Low-Impact Development <i>(New Construction only)</i> Projects located on greenfields must meet the list of low-impact development criteria.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	3.4 Landscaping Provide new plants (including trees, shrubs, and ground cover) such that at least 50% of area available for landscaping is planted with native or adaptive species, all new plants are appropriate to the site's soil and microclimate, and none of the new plants is an invasive species.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	3.5 Efficient Irrigation and Water Reuse If irrigation is utilized, install an efficient irrigation or water reuse system.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	2 or 6	3.6 Surface Stormwater Management Retain, infiltrate, and/or harvest stormwater on site. <i>Select only one:</i> partial stormwater retention [2 points] or full stormwater retention [6 points]
SUBTOTAL OPTIONAL POINTS		



M = MANDATORY
= AVAILABLE OPTIONAL POINTS

4: WATER CONSERVATION		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	4.1 Water-Conserving Fixtures Install or retrofit water-conserving fixtures in all units and any common facilities with the following specifications: Toilets—1.28 gpf; Urinals—0.5 gpf; Showerheads—2.0 gpm; Kitchen faucets—2.0 gpm; Bathroom faucets—1.5 gpm
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	6 max	4.2 Advanced Water-Conserving Appliances and Fixtures Install or retrofit water-conserving fixtures in all units and any common facilities with the following specifications: Toilets—1.2 gpf; Showerheads—1.5 gpm; Kitchen faucets—1.5 gpm; Bathroom faucets—0.5 gpm. <i>Select any, or all, of the options:</i> <ul style="list-style-type: none"> Toilets [2 points] Showerheads [2 points] Faucets—kitchen and bathroom [2 points]
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	4 max	4.3 Water Reuse Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's water needs. <ul style="list-style-type: none"> 10% reuse [1 point] 20% reuse [2 points] 30% reuse [3 points] 40% reuse [4 points]
SUBTOTAL OPTIONAL POINTS		
5: ENERGY EFFICIENCY		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	5.1a Building Performance Standard: Single family and Multifamily (three stories or fewer) <i>(New Construction only)</i> Certify the project under ENERGY STAR New Homes.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	5.1b Building Performance Standard: Multifamily (four stories or more) <i>(New Construction only)</i> Demonstrate compliance with EPA's Multifamily High-Rise program (MFHR) using either the prescriptive or the performance pathway.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	5.1c Building Performance Standard: Single family and Multifamily (three stories or fewer) <i>(Substantial and Moderate Rehab only)</i> Demonstrate that the final energy performance of the building is equivalent to a Home Energy Rating System (HERS) Index of 85.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	5.1d Building Performance Standard: Multifamily (four stories or more) <i>(Substantial and Moderate Rehab only)</i> Demonstrate that the final energy performance of the building is equivalent to ASHRAE 90.1-2007.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	15 max	5.2 Additional Reductions in Energy Use Improve whole-building energy performance by percentage increment above baseline building performance standard for additional points.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	5.3 Sizing of Heating and Cooling Equipment Size heating and cooling equipment in accordance with the Air Conditioning Contractors of America (ACCA) Manuals, Parts J and S, or ASHRAE handbooks.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	5.4 ENERGY STAR Appliances If providing appliances, install ENERGY STAR-labeled clothes washers, dishwashers, and refrigerators.



M = MANDATORY
= AVAILABLE OPTIONAL POINTS

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	ENERGY EFFICIENCY (CONTINUED) 5.5a Efficient Lighting: Interior Units Follow the guidance appropriate for the project type: install the ENERGY STAR Advanced Lighting Package (ALP); <i>OR</i> follow the ENERGY STAR MFHR program guidelines, which require that 80% of installed lighting fixtures within units must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; <i>OR</i> if replacing, new fixtures and ceiling fans must meet or exceed ENERGY STAR efficiency levels.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	5.5b Efficient Lighting: Common Areas and Emergency Lighting Follow the guidance appropriate for the project type: use ENERGY STAR-labeled fixtures or any equivalent high-performance lighting fixtures and bulbs in all common areas; <i>OR</i> if replacing, new common space and emergency lighting fixtures must meet or exceed ENERGY STAR efficiency levels. For emergency lighting, if installing new or replacing, all exit signs shall meet or exceed LED efficiency levels and conform to local building codes.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	5.5c Efficient Lighting: Exterior Follow the guidance appropriate for the project type: install ENERGY STAR-qualified fixtures or LEDs with a minimum efficacy of 45 lumens / watt; <i>OR</i> follow the ENERGY STAR MFHR program guidelines, which require that 80% of outdoor lighting fixtures must be ENERGY STAR-qualified or have ENERGY STAR-qualified lamps installed; <i>OR</i> if replacing, install ENERGY STAR compact fluorescents or LEDs with a minimum efficacy of 45 lumens / watt.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	5.6a Electricity Meter (<i>New Construction and Substantial Rehab only</i>) Install individual or sub-metered electric meters in all dwelling units.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	3	5.6b Electricity Meter (<i>Moderate Rehab only</i>) Install individual or sub-metered electric meters in all dwelling units.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	12 max	5.7a Renewable Energy Install photovoltaic (PV) panels, wind turbines, or other electric-generating renewable energy source to provide a specified percentage of the project's estimated energy demand.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	1 or 2	5.7b Photovoltaic/Solar Hot Water Ready Site, design, engineer, and/or plumb the development to accommodate installation of photovoltaic (PV) or solar hot water system in the future.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	5	5.8 Advanced Metering Infrastructure Site, design, engineer, and wire the development to accommodate installation of smart meters and/or be able to interface with smart grid systems in the future.
SUBTOTAL OPTIONAL POINTS		
6: MATERIALS BENEFICIAL TO THE ENVIRONMENT		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	6.1 Low/No VOC Paints and Primers All interior paints and primers must be less than or equal to the following VOC levels: Flats—50 g/L; Non-flats—50 g/L; Floor—100 g/L
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	6.2 Low/No VOC Adhesives and Sealants All adhesives must comply with Rule 1168 of the South Coast Air Quality Management District. All caulks and sealants must comply with regulation 8, rule 51, of the Bay Area Air Quality Management District.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	6.3 Construction Waste Management Commit to following a waste management plan that reduces non-hazardous construction and demolition waste by at least 25% by weight through recycling, salvaging, or diversion strategies.



M = MANDATORY
= AVAILABLE OPTIONAL POINTS

<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>5 max</p>	<p>MATERIALS BENEFICIAL TO THE ENVIRONMENT (CONTINUED)</p> <p>6.4 Construction Waste Management: Optional Determine percentage of waste diversion and earn all points below that threshold:</p> <ul style="list-style-type: none"> • 35% waste diversion [1 point] • 45% waste diversion [1 point] • 55% waste diversion [1 point] • 65% waste diversion [1 point] • 75% waste diversion [1 point]
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>5</p>	<p>6.5 Recycling Storage for Multifamily Project Provide one or more easily accessible, permanent areas for the collection and storage of materials for recycling.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>5 max</p>	<p>6.6 Recycled Content Material Incorporate building materials that are composed of at least 25% post-consumer recycled content or at least 50% post-industrial recycled content. <i>Select from the following:</i></p> <ul style="list-style-type: none"> • Framing materials [1 point] • Exterior materials: siding, masonry, roofing [1 point] • Concrete / cement and aggregate [1 point] • Drywall / interior sheathing [1 point] • Flooring materials [1 point]
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>5 max</p>	<p>6.7 Regional Material Selection Use products that were extracted, processed, and manufactured within 500 miles of the home or building for a minimum of 50% of the building material value (based on cost). <i>Select any or all of these options:</i></p> <ul style="list-style-type: none"> • Framing materials [1 point] • Exterior materials: siding, masonry, roofing [1 point] • Concrete / cement and aggregate [1 point] • Drywall / interior sheathing [1 point] • Flooring materials [1 point]
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>5</p>	<p>6.8 Certified, Salvaged, and Engineered Wood Products Commit to using wood products and materials of at least 25% that are (by cost): FSC-certified, salvaged products, or engineered framing materials without urea-formaldehyde binders.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>1 or 3</p>	<p>6.9a Reduced Heat-Island Effect: Roofing Use Energy Star-compliant roofing or install a “green” (vegetated) roof for at least 50% of the roof area. <i>Select only one: cool roof [3 points] or green roof [1 point]</i></p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>2</p>	<p>6.9b Reduced Heat-Island Effect: Paving Use light-colored, high-albedo materials and/or an open-grid pavement, with a minimum solar reflectance of 0.3, over at least 50% of the site’s hardscaped area.</p>
<p>SUBTOTAL OPTIONAL POINTS</p>		
<p>7: HEALTHY LIVING ENVIRONMENT</p>		
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p>7.1 Composite Wood Products that Emit Low/No Formaldehyde All composite wood products must be certified compliant with California 93120. If using a composite wood product that does not comply with California 93120, all exposed edges and sides must be sealed with low-VOC sealants.</p>



M = MANDATORY
= AVAILABLE OPTIONAL POINTS

<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p>HEALTHY LIVING ENVIRONMENT (CONTINUED)</p> <p>7.2 Environmentally Preferable Flooring Do not install carpets in entryways, laundry rooms, bathrooms, kitchens/ kitchenettes, utility rooms, and all rooms of ground-connected floors. Any carpet products used must meet the Carpet and Rug Institute's Green Label or Green Label Plus certification for carpet, pad, and carpet adhesives. Any hard surface flooring products used must be either ceramic tile, unfinished hardwood floors, OR in compliance with the Scientific Certification System's FloorScore program criteria.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>4</p>	<p>7.3 Environmentally Preferable Flooring: Alternative Sources Use non-vinyl, non-carpet floor coverings in all rooms of building.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p>7.4a Exhaust Fans: Bathroom <i>(New Construction and Substantial Rehab only)</i> Install Energy Star-labeled bathroom fans that exhaust to the outdoors, are connected to a light switch, and are equipped with a humidistat sensor, timer, or other control (e.g., occupancy sensor, delay off switch, ventilation controller).</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>6</p>	<p>7.4b Exhaust Fans: Bathroom <i>(Moderate Rehab only)</i> Install Energy Star-labeled bathroom fans that exhaust to the outdoors, are connected to a light switch, and are equipped with a humidistat sensor, timer, or other control (e.g., occupancy sensor, delay off switch, ventilation controller).</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p>7.5a Exhaust Fans: Kitchen <i>(New Construction and Substantial Rehab only)</i> Install power-vented fans or range hoods that exhaust to the exterior at the appropriate cfm rate, per ASHRAE 62.2, or install a central ventilation system with rooftop fans that meet efficiency criteria.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>6</p>	<p>7.5b Exhaust Fans: Kitchen <i>(Moderate Rehab only)</i> Install power-vented fans or range hoods that exhaust to the exterior at the appropriate cfm rate, per ASHRAE 62.2, or install a central ventilation system with rooftop fans that meet efficiency criteria.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p>7.6a Ventilation <i>(New Construction and Substantial Rehab only)</i> Install a ventilation system for the dwelling unit capable of providing adequate fresh air per ASHRAE requirements for the building type.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>5</p>	<p>7.6b Ventilation <i>(Moderate Rehab only)</i> Install a ventilation system for the dwelling unit capable of providing adequate fresh air per ASHRAE requirements for the building type.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p>7.7 Clothes Dryer Exhaust Clothes dryers must be exhausted directly to the outdoors using rigid-type duct work.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p>7.8 Combustion Equipment Specify power-vented or direct vent equipment when installing new space and water-heating equipment in New Construction and any Substantial and Moderate Rehab projects.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p>7.9a Mold Prevention: Water Heaters Provide adequate drainage for water heaters that includes drains or catch pans with drains piped to the exterior of the dwelling.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p>7.9b Mold Prevention: Surfaces In bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.</p>
<p><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE</p>	<p>M</p>	<p>7.9c Mold Prevention: Tub and Shower Enclosures Use non-paper-faced backing materials such as cement board, fiber cement board, or equivalent in bathrooms.</p>



M = MANDATORY
= AVAILABLE OPTIONAL POINTS

HEALTHY LIVING ENVIRONMENT (CONTINUED)	
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 7.10 Vapor Barrier Strategies <i>(New Construction and Rehab Projects with foundation work only)</i> Install vapor barriers that meet specified criteria appropriate for the foundation type.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 7.11 Radon Mitigation <i>(New Construction and Substantial Rehab only)</i> For New Construction in EPA Zone 1 and 2 areas, install passive radon-resistant features below the slab. For Substantial Rehab projects in those Zones, test for the presence of radon and mitigate if elevated levels exist.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 7.12 Water Drainage <i>(New Construction and Rehab projects replacing assemblies called out in Criterion only)</i> Provide drainage of water away from windows, walls, and foundations by implementing list of techniques.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 7.13 Garage Isolation Follow list of criteria for projects with garages, including: provide a continuous air barrier between the conditioned (living) space and any garage space to prevent the migration of any contaminants into the living space, and install a CO alarm inside the house in the room with a door to the garage and outside all sleeping areas.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 7.14 Integrated Pest Management Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate sealing methods to prevent pest entry.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 7.15 Lead-Safe Work Practices <i>(Substantial and Moderate Rehab only)</i> For properties built before 1978, use lead-safe work practices consistent with the EPA's Renovation, Repair, and Painting Regulation and applicable HUD requirements.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	9 7.16 Smoke-Free Building Implement and enforce a no smoking policy in all common, individual living areas, and with a 25-foot perimeter around the exterior of all residential buildings.
SUBTOTAL OPTIONAL POINTS	
8: OPERATIONS + MAINTENANCE	
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 8.1 Building Maintenance Manual <i>(All Multifamily Projects)</i> Provide a building maintenance manual that addresses maintenance schedules and other specific instructions related to the building's green features.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 8.2 Resident Manual Provide a guide for homeowners and renters that explains the intent, benefits, use, and maintenance of green building features.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 8.3 Resident and Property Manager Orientation Provide a comprehensive walk-through and orientation for residents and property managers using the appropriate building maintenance or resident's manual.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	12 8.4 Project Data Collection and Monitoring System Collect and monitor project performance data on energy, water, and, if possible, healthy living environments for a minimum of five years.
SUBTOTAL OPTIONAL POINTS	
TOTAL OPTIONAL POINTS	

ATTACHMENTS

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 _____

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

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION, STATE OF NEW YORK MUNICIPAL
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")**

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

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION, STATE OF NEW YORK MUNICIPAL BOND
BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING CORPORATION
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

April, 2013

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 "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities 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

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

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION, STATE OF NEW YORK MUNICIPAL BOND
BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING CORPORATION
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

April, 2013

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

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

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION, STATE OF NEW YORK MUNICIPAL BOND
BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING CORPORATION
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

April, 2013

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.

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

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION, STATE OF NEW YORK MUNICIPAL BOND
BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING CORPORATION
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

April, 2013

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

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

NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION, STATE OF NEW YORK MUNICIPAL BOND
BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING CORPORATION
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

April, 2013

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.

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

**NEW YORK STATE FINANCE AGENCY, STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION, STATE OF NEW YORK MUNICIPAL BOND
BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING CORPORATION
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000**

April, 2013

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: _____

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)
_____	_____
Title	
_____	_____
Street Address	Street Address
_____	_____
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
38-40 STATE STREET, ALBANY, NEW YORK 12207

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)		Native American (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>	FOR AGENCY USE ONLY	
	<p>REVIEWED BY:</p>	<p>DATE:</p>
<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>		

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 %	
<p align="center">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.</p>		
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) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (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 MBE ___% = \$ _____ WBE ___% = \$ _____		Contract Type: 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																		