



NEW YORK STATE  
DIVISION OF HOUSING &  
COMMUNITY RENEWAL

HOUSING  
TRUST FUND  
CORPORATION

STATE OF  
NEW YORK MORTGAGE  
AGENCY

NEW YORK STATE  
HOUSING FINANCE  
AGENCY

NEW YORK STATE  
AFFORDABLE HOUSING  
CORPORATION

STATE OF  
NEW YORK MUNICIPAL  
BOND BANK AGENCY

TOBACCO SETTLEMENT  
FINANCING  
CORPORATION

ANDREW M. CUOMO  
GOVERNOR

DARRYL C. TOWNS  
COMMISSIONER/CEO

**REQUEST FOR PROPOSALS**  
**for**  
**Housing Technical and**  
**Consulting Services**  
**RFP #: 20140114**

**January 14, 2014**

**RESPONSES MUST BE RECEIVED BY**  
**3:00 pm (EST) February 7, 2014.**  
**Responses are to be submitted by email**  
**only – see email address in this document.**

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## I. BACKGROUND AND SUMMARY OF THE BID PROCESS

The New York State Housing Trust Fund Corporation (HTFC) is seeking proposals for construction monitoring services, environmental review services and consulting engineering/architectural services.

HTFC was created by Section 45-a of the Private Housing Finance Law for the purpose of providing decent and affordable housing for persons of low-income by making loans, grants and services available to not-for-profit organizations, local governments and private housing developers. Among other activities, HTFC primarily invests in the construction and rehabilitation of multi-unit rental housing for families and elderly residents throughout New York State.

HTFC makes awards annually to approximately 50 separate projects, a portion of which require construction monitoring services by consultants. An additional 150 activities are funded annually which require environmental review services. HTFC periodically requires engineering or architectural services to investigate physical conditions of vacant or occupied housing and other facilities which may be converted to housing utilizing HTFC funding.

HTFC reserves the right to execute contracts with one or more successful bidders. Selected bidders shall provide services on an as-needed basis, as determined by HTFC. There is no commitment or guarantee to any successful bidder under this RFP for a specific or minimum amount of funds to be awarded. All work assignments are at the sole discretion of HTFC. Selected bidders will be awarded work assignments within their area of expertise primarily based on the cost of services and the regional areas served by the bidder. Exceptions include when an awarded bidder has a unique or particular expertise, or unsatisfactory past performance.

HTFC receives administrative support from the New York State Division of Housing and Community Renewal (DHCR) and New York State Homes and Community Renewal (HCR). Throughout this Request for Proposals (RFP), references to HTFC, DHCR and HCR are synonymous unless noted otherwise.

### A. Submission of Bid Proposals

The information and instructions contained in this RFP are intended to provide interested bidders with the scope of services and bid submission requirements. A copy of this RFP must be obtained in order to submit a bid proposal.

Any questions related to this RFP will be addressed by HTFC representatives at the bidders' conference referenced in Section B, and questions and answers will be posted on our website. No questions will be answered on the telephone.

The following are the key dates with respect to the issuance of this RFP and the processing of bid proposals.

<u>Event</u>	<u>Time/Date</u>
Release of RFP:	January 14, 2014
Bidders' Conference:	1:00 pm (EST) January 22, 2014
Deadline for Submission of Inquiries:	5:00 pm (EST) January 24, 2014

Responses to Inquiries posted: 5:00 pm (EST) January 31, 2014  
Submission Deadline: 3:00 pm (EST) February 7, 2014  
Estimated Contract Start Date April 1, 2014

**B. Bidders' Conference**

A bidders' conference will be held in Albany on January 22, 2014 with video conferencing to HCR locations in Buffalo, Syracuse and New York City. It is recommended that interested bidders attend to familiarize themselves with the RFP process, HTFC expectations regarding deliverables, and billing protocol, among other things. All questions regarding this RFP must be submitted at the bidders' conference or by email to: [RFPQuestions@nyshcr.org](mailto:RFPQuestions@nyshcr.org). Questions must cite the RFP section and page number.

Bidders' Conference

January 22, 2014  
1:00 pm (EST)

In-Person Location:

NYS Homes and Community Renewal  
First Floor Ballroom  
38-40 State Street  
Albany, New York 12207

NYS HCR Video Conference Locations:

Electric Tower  
535 Washington St, Suite 105  
Buffalo, NY 14203

620 Erie Blvd. West  
Suite 312  
Syracuse, NY 13204

25 Beaver St.  
Room 642  
New York, NY 10004

The bidders' conference will begin promptly at 1:00pm (EST). It is requested that bidders planning to attend reply to Judith Levine at (212) 480-7397 no later than 3:00 pm (EST) January 21, 2014, however, a reply is not required to attend.

Questions and answers will be posted online at:  
<http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm> . No inquiries will be accepted after 5:00 pm (EST) January 24, 2014.

**C. Notification of Award**

The selected bidder(s) will be advised by HTFC through a letter of intent. A contract, which defines all of the deliverables and the responsibilities of the respective parties, will be prepared by HTFC and sent to the selected bidder(s). A sample contract for services is attached as Attachment 1, and Standard Contract Clauses as Attachment 2.

Public announcements or news releases pertaining to this contract cannot be made by the selected bidder without the prior written permission of HTFC.

**D. Officials Not to Benefit**

No member of the Legislature of the State of New York, nor any public official, whether federal or state, may benefit from these contracts. Nor may any New York State legislator or federal or state public official receive any direct or indirect compensation from a contractor without the consent of HTFC.

**II. PROCUREMENT LOBBYING PROVISIONS**

Pursuant to State Finance Law §§139-j and 139-k, this RFP includes and imposes certain restrictions on communications between DHCR/HTFC/HCR and a bidder during the procurement process. A bidder is restricted from making contacts from the issuance of this RFP through final award and approval of the Procurement Contract (“restricted period”) by DHCR/HTFC/HCR and, if applicable, Office of the State Comptroller, to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is Ms. Karen Hunter, Director of Corporate Finance. Ms. Hunter can be contacted by email at [khunter@nyshcr.org](mailto:khunter@nyshcr.org). Employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the bidder is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services’ website at: <http://www.ogs.ny.gov/aboutogs/regulations/defaultadvisorycouncil.html>

**III. MINIMUM QUALIFICATIONS AND SCOPE OF WORK**

**A. Construction Monitoring Services**

Responding firms must employ staff with at least five years successful experience providing construction inspection services that include the areas of expertise listed below. Preference will be given to firms demonstrating this experience in the field of multi-family residential housing.

- Building costs;
- Construction methods;
- The functional and physical properties of building materials;
- Structural, electrical, plumbing, site, and mechanical engineering practices.

The anticipated responsibilities and activities involved with providing construction monitoring services to HTFC include:

- Attending pre-construction meetings, conducting project site visits and attending job meetings, as requested by HTFC.
- Providing written construction reports identifying the progress made since the prior visit. These construction reports will be submitted to HTFC electronically, and will contain observations with respect to the administration of the project, the estimated percentage of completion, value of work in place as documented at disbursement meetings, and deviations from the approved contract documents.
- Providing digital photographs (in a manner to be prescribed) with each report documenting the progress of the work and a record of variances from approved contract documents.
- Tracking all approvals issued by jurisdictional authorities that relate to the construction of each project.
- Providing written reports regarding record as-built documentation provided by others.
- Reviewing the percentage of completion as reflected by the project architect's payment request form.
- Providing written field observations on all change order requests.
- Providing technical assistance to HTFC as requested on construction related issues.

Each firm shall indicate in Attachment 5 the regional area or areas in New York State they choose to provide construction monitoring services. See Attachment 3 for regional boundaries.

#### **B. Environmental Review Services**

Responding firms must employ staff with at least five years successful experience and involvement with state or federal environmental review processes and procedures, as noted below; experience with site-specific environmental assessments; and mitigation of potential environmental impacts. Preference will be given to firms demonstrating this experience in the field of multi-family residential housing.

The anticipated responsibilities and activities involved with providing environmental review services to HTFC include:

- Reviewing information and document compliance in accordance with the provisions of the State Environmental Quality Review Act (SEQRA), the National Environmental Policy Act (NEPA) as implemented in HUD regulation 24 CFR Part 58, and the [New York] City Environmental Quality Review (CEQR).
- Coordinating the flow of information and documentation between HTFC and all interested parties.
- Providing technical assistance with respect to HTFC's environmental review process to prospective applicants, awardees, municipalities and HTFC staff.

The selected firm(s) will be expected to consult and provide environmental review services to HTFC staff located at Hampton Plaza, 38-40 State Street, Albany, New York. The selected firm(s) will also be expected to be available to consult and provide services for projects and housing developers in all regional areas of New York State.

**C. Consulting Engineering/Architectural Services**

Responding firms must have at least five years successful experience providing one or more of the following services. Preference will be given to firms demonstrating this experience in the field of multi-family residential housing.

- Civil engineering.
- Mechanical engineering.
- Plumbing engineering.
- Electrical engineering.
- Structural engineering.
- Geotechnical engineering.
- Archeological and historic preservation.
- Architectural design.
- Energy efficiency.
- Sustainable (green building) design.
- Landscape architecture.
- Construction cost estimating.
- Existing building evaluation.
- Hazardous materials (e.g.: asbestos, lead, mold).
- Other engineering.

The anticipated responsibilities include providing technical assistance to HTFC, investigating physical conditions of vacant or occupied housing and other facilities, which may be converted to housing funded by HTFC, conducting site assessments, and furnishing other services that HTFC may require on an as-needed basis.

Each firm shall indicate in Attachment 5 the regional area, or areas in New York State they choose to provide consulting engineering/architectural services. See Attachment 3 for regional boundaries.

**D. Equal Opportunity/Affirmative Action Statement**

In accordance with Executive Law, Article 15-A, HTFC encourages proposals from minority and women-owned business enterprises as defined under Subdivision 9 of Section 310 of said law. All selected bidders will be required to provide an equal opportunity policy and a staffing plan in the manner provided for in Attachment 4.

**IV. FORMAT FOR BID PROPOSAL**

The proposals should be prepared simply and concisely stating the bidder's ability to meet the requirements of this RFP. Only complete proposals will be evaluated. The bidder must also complete all forms printed in this RFP.

Promotional information and brochures that are part of the firm's marketing materials shall not be submitted.

Separate proposals must be submitted for construction monitoring services, environmental review services and consulting engineering/architectural services. A bidder may propose subcontracting portions of the responsibilities addressed in its proposal; however, the bidder remains responsible for all aspects of the contract including deliverables. The bidder's proposal must identify such subcontractor(s) and the reason for subcontracting that portion of the contract. HTFC reserves the right to review and approve all subcontractors, including all subcontractors proposed to be substituted during the contract period.

Construction monitoring services and consulting engineering/architectural services may be provided in any or all HTFC Regional Office Coverage Areas represented in Attachment 3. Bidders must identify which regions will be served and provide the rates for each region. HTFC may select any combination of proposals to provide for statewide delivery of all services included in this RFP.

For environmental review services, selected firms will be expected to provide services in all locations throughout New York State.

The bidder shall not make any aspect of its proposal contingent upon the use of DHCR/HTFC/HCR personnel.

The selected bidder must have available, throughout the contract's duration, appropriate and sufficient staff to provide for timely services.

The submission of a proposal shall be deemed a commitment to enter into a contract on the terms and conditions stated in this RFP unless specific exceptions are noted in the proposal. HTFC reserves the right to reject any such changes proposed by the bidder. The submitted proposal shall be binding on the bidder until June 30, 2014.

#### **A. Proposal Format**

Proposals are to include the following documents assembled in the order listed:

1. Provide Bidder Overview form in Attachment 5.
2. Cover letter or letter of transmittal.
3. Executive Summary - Provide a description of the bidder's legal status, background, mission, and an organizational chart with geographic location of key personnel, where applicable.
4. Pending Investigations - Disclose any pending investigations.
5. Qualifications - Bidders must provide evidence of qualifications by providing, among other things, the names of principals, résumés of key personnel intended to provide the consulting service(s), the firm's history and examples of work performed, total number of support staff, management of quality control, and the types of professional services that are being offered. Describe how the firm meets the minimum qualifications and how it proposes meeting the scope of work outlined in this RFP. The proposal should also list clients that have obtained similar services with descriptions of the scope of services provided.
6. Budget Requirements – Provide Hourly Rate Form in Attachment 10. HTFC will authorize only fixed hourly rates plus travel expenses as remuneration for services provided under this RFP. The proposal must contain a total rate per hour for

services inclusive of expenses for overhead, administration, supplies or other items. The bidder's budget requirements must be submitted separately, as indicated below. Budget requirements will be rated independently of the main proposals.

Authorized travel expenses will be reimbursed according to New York State employee travel guidelines, which will be provided on request. Air travel and overnight travel must be approved in advance. Meal expenses are reimbursable only for overnight travel. All travel expense reimbursements require the submission of original invoices.

7. Affirmation of Understanding form in Attachment 7.
8. Bidder Disclosure in Attachment 8.

Bid responses must be delivered by email in two parts no later than: **3:00 pm (EST) on February 7, 2014**. Part one is to include the bid proposal and shall indicate **“Bid Proposal for Housing Technical and Consulting Services (and identify the services proposed)”** in the subject line of the email. Part two is to include the budget proposal section, shall indicate **“Budget Requirements”** in the subject line of the email and clearly identify the bid proposal it is associated with in the body of the email.

Any proposal delivered after 3:00 pm (EST) will be returned. Delivery delays shall not excuse late bid submissions. The bidder is responsible to ensure that emails and attachments are delivered on time in a legible format. Complete proposals, including all multiple parts, must be received by the deadline in order for a proposal to be considered submitted on time. Those submitting a proposal assume all risks associated with delivery. The determination of whether any proposal was received on time is at the sole discretion of HTFC.

All submitted files are to be in Portable Document Format (PDF) compatible with Adobe Reader XI, version 11.0.4.

Bid proposals are to be submitted by email to:

Ms. Karen Hunter, Director of Corporate Finance  
NYS Housing Trust Fund Corporation  
38-40 State Street  
Albany, NY 12207

at:

[RFPSubmissions@nyshcr.org](mailto:RFPSubmissions@nyshcr.org)

## V. EVALUATION OF PROPOSALS

### A. Criteria

Proposals will be evaluated to determine which submissions propose the most effective response to meeting HTFC's requirements. The characteristics and attributes that will be considered most relevant include:

1. Experience, Capacity and Location (60%).
  - a. For construction monitoring services, HTFC will evaluate:
    - i. The availability and experience of qualified key personnel;
    - ii. The relevant housing experience of key personnel;

- iii. The firm's experience and capacity to professionally complete assignments in a timely manner;
    - iv. The location of key personnel and their proximity to HCR Regional Office Coverage Areas for which services are proposed;
    - v. The professional credentials of key personnel performing the services; and
    - vi. Quality control methods to be employed by the firm.
  - b. For environmental services, HTFC will evaluate:
    - i. The availability and experience of qualified key personnel;
    - ii. The relevant housing experience of key personnel;
    - iii. Experience and involvement with state and federal environmental compliance processes and the capacity to professionally complete assignments in a timely manner;
    - iv. Expertise and involvement with environmental assessment and mitigation of environmental impacts;
    - v. The location of key personnel and their proximity to New York State;
    - vi. The professional credentials of key personnel performing the services; and
    - vii. Quality control methods to be employed by the firm.
  - c. For consulting engineering/architectural services, HTFC will evaluate:
    - i. The availability and experience of qualified key personnel;
    - ii. The relevant housing experience of key personnel;
    - iii. The firm's experience and its capacity to professionally complete assignments in a timely manner;
    - iv. The location of key personnel and their proximity to HCR Regional Office Coverage Areas for which services are proposed;
    - v. The professional credentials of key personnel performing the services; and
    - vi. Quality control methods to be employed by the firm.
- 2. Cost (30%).

The proposal must contain a total rate per hour for services, inclusive of all personnel costs required for such services. See Attachment 10, Hourly Rate Form.

In evaluating the construction monitoring and consulting engineering/architectural rates, consideration will be given to the rates for the services within the regions in which the services will be performed.

For engineering/architectural services, proposals must indicate the rate to be charged for each discipline represented in the proposal. For example the rate(s) for: cost estimating services; engineering evaluation; existing building evaluation; etc. If the bid includes services by a sub-contractor, the proposal must indicate the cost to be charged to HTFC by the prime contractor.

- 3. HTFC's MBE/WBE goals (10%)

## **B. Reservation of Rights**

HTFC reserves the right to:

1. Accept or reject any or all proposals, in whole or in part, received in response to this RFP.
2. Select other than the bidder of apparent lowest cost.
3. Adjust amounts stated in the proposal upon written notice to, and with the concurrence of, the bidder if errors are apparent.
4. Negotiate with bidders responding to this RFP within the RFP requirements to serve the best interests of New York State.
5. In HTFC's sole discretion, waive or modify minor errors found in any proposal received after consultation with the bidder.
6. Begin contract negotiations with another bidder in the event that HTFC is unsuccessful in negotiating a contract with a selected bidder within an acceptable time frame.
7. Award contracts to multiple bidders.
8. Amend the terms of the proposed contract for services.

## **VI. CONTRACT PROVISIONS**

### **A. Contractual Information**

A sample contract for services is provided in Attachment 1, and the Standard Contract Clauses in Attachment 2. The contract term will be for an initial term of one year, which may be renewed annually by HTFC for each of four subsequent years. Rates charged may be adjusted annually if requested by the contractor as outlined in Attachment 6.

### **B. Conflict of Interest**

Prior to the execution of any contract(s) awarded pursuant to this RFP, and prior to accepting work assignment(s) made after the execution of any contract(s), the Respondent will be required to submit a statement indicating whether performing services for the Agency would create any potential conflict of interest, or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agency. Indicate what procedures will be followed to detect, notify the Agency of, and resolve any such conflicts

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

### **C. Liability**

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

**ATTACHMENT 1**

**CONTRACT FOR SERVICES**

REQUEST FOR PROPOSALS  
for Housing Technical and Consulting Services  
January 2014

CONTRACT FOR SERVICES

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

WITNESSETH:

WHEREAS, HTFC seeks Contractor services in order to \_\_\_\_\_;

WHEREAS, the Contractor was the successful bidder pursuant to a request for proposals issued by HTFC on \_\_\_\_\_;

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

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

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

STIPULATED AND AGREED as follows:

1. Scope of Services. The Contractor will provide the services as set forth in Exhibit A (the "Services"). The Contractor represents that the Contractor has or shall obtain, or cause to be obtained, all personnel necessary to undertake and provide the Services in a manner satisfactory to HTFC.
2. Period of Agreement. This Agreement shall commence as of \_\_\_\_\_ and shall terminate on \_\_\_\_\_. HTFC may terminate this Agreement upon notice if it determines that the Contractor has failed to comply with the terms of this Agreement. In addition, either party may, upon thirty (30) days written notice to the other party, terminate this Agreement. HTFC may also terminate this Agreement for cause in the event it is found that the certificate filed by the Contractor in accordance with New York State Finance Law § 139-k was

intentionally false or intentionally incomplete. Upon such finding, HTFC may exercise its termination right by providing written notification to the Contractor.

3. Compensation. HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B (the "Budget"). Contractor agrees that in no event will the Contractor be paid more than \$ \_\_\_\_\_ for the Services unless authorized in writing by HTFC.

4. Payment Process and Accounting Procedures.

(a) HTFC shall make payments to the Contractor in accordance with the Budget. Any modification of the Budget must be approved in writing by HTFC before it shall become effective.

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

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

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

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

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

5. Supervision of Services.

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

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

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

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

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

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

\_\_\_\_\_

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

HOUSING TRUST FUND CORPORATION

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

**Exhibit A**  
**Scope of Services**

**Contractor:** \_\_\_\_\_

**Construction Monitoring Services**

The contractor shall provide construction monitoring services in the manner provided below on an as needed basis:

- 1) As requested by the HTFC, attend pre-construction meetings, conduct project site visits and attend job meetings.
- 2) Within 5 business days, provide written construction reports as to the progress made between each visit. The construction reports should contain the information outlined in Schedule 1 and include observations with respect to the administration of the project, the estimated percentage of completion, value of work in place as documents at disbursement meetings, and deviations from the approved contract documents. Each report should include photographs documenting the progress of the work and a record of variances from approved contract documents.
- 3) a. Review the percentage of completion as reflected by the project architect's payment request form.  
b. At approximately 75% construction completion, provide reminder to developer of close-out procedures.
- 4) Review all proposed change orders for completeness, following the proscribed requirements in the HTFC Capital Programs Manual, provide written field observations and within 3 working days make a recommendation to the DHCR Architect regarding the soundness of each change order using the provided Change Order Review Checklist.
- 5) When requested by the DHCR Architect, attend the final inspection in lieu of the DHCR Architect.
- 6) When requested by the DHCR Architect, perform the as built drawing review using the DHCR As Built Drawing Review Checklist.
- 7) Provide technical assistance to HTFC on construction related issues.
- 8) Submit invoices for services no more frequently than once a month in format as outlined in Schedules 2 and 3.

Authorized subcontractors: \_\_\_\_\_

## **Exhibit A- Schedule 1**

### **Construction Monitoring Report Outline**

Construction monitoring reports are to be submitted electronically to the HTFC/DHCR, within five working days of a site visit unless an alternate schedule is approved in writing by the Architecture & Engineering Unit. The reports will be submitted in Word or equivalent format. Digital photographs are to be in a JPG or (Jpeg) format, sized as deemed appropriate by DHCR architectural staff, labeled numerically, and include a brief description. The report is a record of proceedings during the construction monitor=s project site visit and must contain the following minimum information:

#### **I. Project Information:**

- X HTFC/DHCR SHARS identification number
- X Monitor=s name, title and affiliated firm
- X Project site location(s)
- X Date, time and duration of the observations
- X Weather conditions
- X Names of those present
- X Report number, for filing and invoicing purposes

#### **II. Progress of Work:**

- X Percentage of work completed by trade
- X Work progress compared to schedule
- X Work currently being completed
- X Work scheduled before next visit

#### **III. Issues/Comments:**

- X Questions raised by the contractor, owner or project architect
- X Determinations made by the project architect
- X Any questions or actions which remain pending for appropriate later attention

#### **IV. List of Digital Photographs**

- \$ HTFC/DHCR project sign
- \$ Overall project site
- \$ Photographs of work in progress
- \$ Project details
- \$ Change order related details

#### **V. HTFC/DHCR disclaimer:**

*(This report shall not be construed as approval or acceptance by the Housing Trust Fund Corporation (HTFC), the Division of Housing and Community Renewal (DHCR), or New York State Homes and Community Renewal (HCR) of the project, or any portion of the project, reviewed herein and is not intended to be relied upon by any other party for any purpose. HTFC expressly reserves all rights granted under contractor law.)*

Exhibit A - Schedule 2  
 Format for Construction Monitoring Services Invoice

[Consultant Firm Name and Address] [EIN #14- ]

1. Project Name \_\_\_\_\_ Invoice No. \_\_\_\_\_  
 Site Address \_\_\_\_\_ Period Ending \_\_\_\_\_  
**SHARS No.** \_\_\_\_\_

Report#	_____	Date	_____		
		Hours	_____	\$	_____
		Mileage	_____	\$	_____
		Tolls/Park	_____	\$	_____

Report#	_____	Date	_____		
		Hours	_____	\$	_____
		Mileage	_____	\$	_____
		Tolls/Park	_____	\$	_____

Report#	_____	Date	_____		
		Hours	_____	\$	_____
		Mileage	_____	\$	_____
		Tolls/Park	_____	\$	_____

**Subtotal** \$ \_\_\_\_\_

2. Project Name \_\_\_\_\_  
 Site Address \_\_\_\_\_  
**SHARS No.** \_\_\_\_\_

Report#	_____	Date	_____		
		Hours	_____	\$	_____
		Mileage	_____	\$	_____
		Tolls/Park	_____	\$	_____

**Subtotal** \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

Note: Mileage rate is in accordance with NYS employee travel guidelines. Please attach original receipts for tolls and parking.

## **Consulting Engineer/Architectural Services**

A. The Contractor shall provide consulting services to the HTFC on an as-needed basis in the following manner:

- 1) HTFC will identify the project, the project location and issue a written scope of work requesting the Contractor to conduct an assessment of the project, identify issues relating to the project and/or the technical assistance needs of the project. The scope of work shall also include a budget, estimated time frame for completing the work and schedule of deliverables.
- 2) The scope of work may include, but not be limited to: investigating physical conditions of vacant or occupied housing and other facilities which may be converted to housing funded by the HTFC; conducting site assessments; estimating construction costs; and furnishing other services that HTFC may require.
- 3) Upon completion of the approved scope of work, the Contractor will submit a written report which provides an analysis of the work performed outstanding issues, if any, and recommendations proposed for HTFC consideration. The report shall be in a format approved by HTFC and shall be submitted with the final invoice unless otherwise directed in writing by HTFC.
- 4) Provide technical assistance to HTFC staff, prospective applicants, awardees, housing representatives and municipalities.

Authorized subcontractors: \_\_\_\_\_

## **Environmental Review Services**

A. The Contractor shall provide environmental review services in the manner provided below on an as-needed basis.

- 1) Review information and document compliance in accordance with the provisions of the State Environmental Quality Review Act (SEQRA), the National Environmental Policy Act (NEPA), the New York City Environmental Quality Review (CEQR), and other environmental related statutes as applicable.
- 2) HTFC will identify the project, the project location and issue a written scope of work requesting the Contractor to conduct an assessment of the project, identify issues relating to the project and/or the technical assistance needs of the project. The scope of work shall also include a budget, estimated time frame for completing the work and schedule of deliverables.
- 3) The scope of work may include, but not be limited to, investigating physical conditions of vacant or occupied housing and other facilities which may be converted to housing funded by the HTFC, conducting site assessments, and furnishing other services that HTFC may require.
- 4) Upon completion of the approved scope of work, the Contractor will submit a written report which provides an analysis of the work performed outstanding issues, if any, and recommendations proposed for HTFC consideration. The report shall be in a format approved by HTFC and shall be submitted with the final invoice unless otherwise directed in writing by HTFC.
- 5) Provide technical assistance to HTFC staff, prospective applicants, awardees, housing representatives and municipalities.

Authorized subcontractors: \_\_\_\_\_

**Exhibit B  
Budget**

**Contractor:** \_\_\_\_\_

The corporation shall reimburse the Contractor for consultant services at an hourly rate, not to exceed the rates listed in the following schedules

Category	Rate/Hr
Construction Monitoring	
Engineering/Architectural Services	
Environmental Review Services	

\_\_\_\_\_ - HTFC shall reimburse the Contractor for \_\_\_\_\_ services at a rate or amount to be determined at the time each service is requested. HTFC shall include terms of reimbursement in each request for services. Unless other terms are agreed to in writing signed by the Contractor and HTFC, the terms of reimbursement as stated in the request for services shall determine reimbursement for the services requested.

The actual value of this Agreement will be determined by the amount of services requested by HTFC over the term of this Agreement. There is no guaranteed minimum dollar amount for this Agreement.

Authorized travel in connection with site visits or meetings will be reimbursed at rates not to exceed those paid to New York State employees. Travel should be by common carrier wherever practical. Travel by air and overnight travel must have prior approval in writing from HTFC's finance office. All other costs and expenses are the responsibility of the Contractor and will not be reimbursed.

Payment for all services and expenses shall be made pursuant to original invoices submitted by the Contractor no more frequently than monthly, unless an alternate schedule is approved, in writing, by the HTFC finance officer. Invoices must contain all information required by HTFC, including the Contractor's Federal Employer Identification Number (AEIN@) or Social Security Number if contractor does not have an EIN. All invoices must be submitted within sixty days of the date of services provided.

Pursuant to New York State's Prompt Payment Law, HTFC's policy is to pay all properly submitted invoices, within 30 days of receipt of such invoices by the HTFC. Copies of HTFC's Prompt Payment Policy Statement can be obtained by contacting HTFC's finance unit at the address listed above.

**ATTACHMENT 2**

**STANDARD CONTRACT CLAUSES**  
**(Appendix 1)**

REQUEST FOR PROPOSALS  
for Housing Technical and Consulting Services  
January 2014

**APPENDIX I**

**STANDARD CLAUSES FOR CONTRACTS WITH THE**

**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**  
**HOUSING TRUST FUND CORPORATION**  
**(individually or collectively, “Agency” or “Agencies”)**

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  
HOUSING TRUST FUND CORPORATION

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 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

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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 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

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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/AboutUs/Procurement/Contractinformation.htm> or call the Agencies’ Contract Officer at (212) 688-4000.

**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.

**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

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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 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](mailto: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: [mwbecertification@esd.ny.gov](mailto:mwbecertification@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:

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(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.

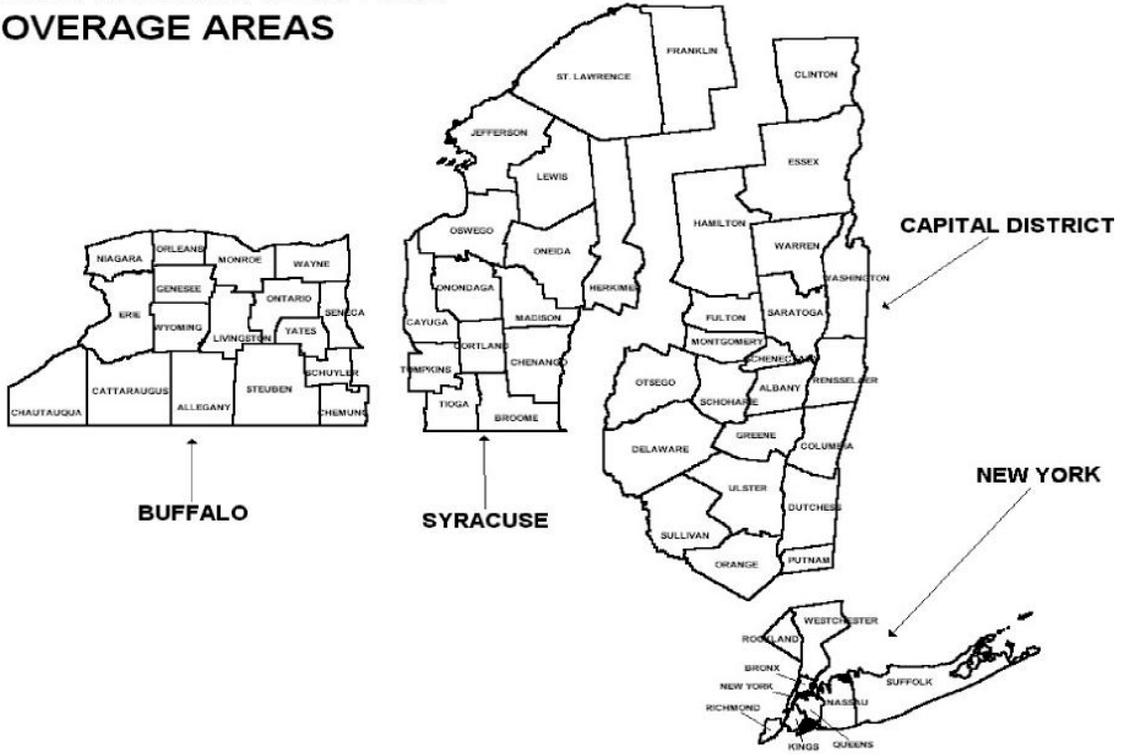
**27. Termination (for Non-Responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency staff, the Contract may be terminated by the Agencies at the Contractor's expense where the Contractor is determined by the Agencies to be non-responsible. 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.

**ATTACHMENT 3**

**REGIONAL AREAS**

REQUEST FOR PROPOSALS  
for Housing Technical and Consulting Services  
January 2014

# DHCR REGIONAL OFFICE COVERAGE AREAS



**ATTACHMENT 4**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND  
WOMEN REQUIREMENTS AND PROCEDURES**

REQUEST FOR PROPOSALS  
for Housing Technical and Consulting Services  
January 2014

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

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

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																		

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

**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			

<b>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).</b>			
<p><b>PREPARED and APPROVED BY:</b></p> <p><b>NAME AND TITLE OF PREPARER (Print or Type):</b></p> <p><b>Signature:</b> _____ Authorized Signature</p> <p><b>DATE:</b></p> <p><b>TELEPHONE NO:</b></p> <p><b>EMAIL ADDRESS:</b></p> <p><b>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.</b></p>	<p><b>FOR AGENCY USE ONLY</b></p> <table border="1" style="width: 100%;"> <tr> <td data-bbox="1192 906 1766 1003"><b>REVIEWED BY:</b></td> <td data-bbox="1766 906 2030 1003"><b>DATE:</b></td> </tr> </table> <p><b>UTILIZATION PLAN APPROVED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>Date:</b></p> <p><b>Contract No:</b></p> <p><b>Contract Award Date:</b></p> <p><b>Estimated Date of Completion:</b></p> <p><b>Amount Obligated Under the Contract:</b></p> <p><b>NOTICE OF DEFICIENCY ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p><b>NOTICE OF ACCEPTANCE ISSUED:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	<b>REVIEWED BY:</b>	<b>DATE:</b>
	<b>REVIEWED BY:</b>	<b>DATE:</b>	



**REQUEST FOR WAIVER FORM**

<b>INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.</b>				
<b>Offeror/Contractor Name:</b>		<b>Federal Identification No.:</b>		
<b>Address:</b>		<b>Solicitation/Contract No.:</b>		
<b>City, State, Zip Code:</b>		<b>M/WBE Goals: MBE      %      WBE      %</b>		
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.				
<b>Contractor is requesting a:</b>				
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: _____				
<b>PREPARED BY (Signature):</b>		<b>Date:</b>		
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.				
<b>Name and Title of Preparer (Printed or Typed):</b>		<b>Telephone Number:</b>	<b>Email Address:</b>	
<b>Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit:</b>  New York State Homes & Community Renewal Office of Fair Housing and Equal Opportunity 641 Lexington Ave, 5 <sup>th</sup> Floor New York, NY 10022  Email to:    OFHEO@nyshcr.org		***** FOR AGENCY USE ONLY *****		
		<b>REVIEWED BY:</b>		<b>DATE:</b>
		<b>Waiver Granted:</b> <input type="checkbox"/> YES <b>MBE:</b> <input type="checkbox"/> <b>WBE:</b> <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 _____ <b>*Comments:</b>

## 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

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**APPENDIX II**

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

**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, AND  
TOBACCO SETTLEMENT FINANCING CORPORATION  
(individually or collectively, "Agency" or "Agencies")**

**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  
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**I. General Provisions**

- A. The Agency(ies) 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 New York State Housing 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 (individually, “Agency” and collectively, the “Agencies” or “Agency(ies)”), to fully comply and cooperate with the Agency 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 Agency(ies) overall participation goals for Minority and Women-Owned Business Enterprises (“MWBEs”) are indicated in the solicitation document and contract.
  
- 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.

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- 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 goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Agency(ies) 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 Agency(ies) within seventy two (72) hours after the date of the notice by Agency(ies) to award the Contract to the Contractor.
  3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency(ies) may provide the Contractor or Subcontractor a model statement (see [Form PROC-4 – 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

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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 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 PROC-1 - 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 PROC-5 - 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 Agency(ies) 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.

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- 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 (Form (PROC-2))**

- 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 Agency(ies) 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 PROC-3 – 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 Agency(ies) shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Agency(ies), 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 Agency(ies) 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 (PROC-6)**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE #105) to the Agency(ies) by the 10<sup>th</sup> day following each end of quarter (i.e., March 31<sup>st</sup>, June 30<sup>th</sup>,

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September 30<sup>th</sup>, and December 31<sup>st</sup>) 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 Agency(ies) 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 Agency(ies) liquidated damages.
  
- 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(ies), Contractor shall pay such liquidated damages to the Agency(ies) within sixty (60) days after they are assessed by the Agency(ies) unless prior to the expiration of such sixtieth (60<sup>th</sup>) 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 Agency(ies).

**ALL FORMS ARE HYPERLINKED**

## WORKFORCE EMPLOYMENT UTILIZATION

<b>Contract No.:</b>	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	<b>Reporting Period:</b> <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__
<b>Contractor's Name:</b>		<b>Report includes:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
<b>Contractor's Address:</b>		

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															

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
	<b>EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>		<b>Submit completed form to:</b> NYS Homes & Community Renewal, Office of Fair Housing & Equal Opportunity, 641 Lexington Ave, 5 <sup>th</sup> 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.

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

\*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:**

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

## APPENDIX 2

### **PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

#### **I. General Provisions**

- A. The HOUSING TRUST FUND CORPORATION (“HTFC”) is required to implement the provisions of New York 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 this agreement and at no additional cost to HTFC, to fully comply and cooperate with HTFC 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 or enforcement proceedings as allowed by this Agreement.

#### **II. Contract Goals**

- A. For purposes of this Agreement, HTFC hereby establishes a goal of, XX% for Minority-Owned Business Enterprises (“MBE”) participation and XX% 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 Agreement and achieving the Contract Goals established in section II-A Project Recipient should reference the directory of New York State Certified MBWEs found at the following internet address:  
[http://www.empire.state.ny.us/Small\\_and\\_Growing\\_Businesses/mwbe.asp](http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp).

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 Agreement.

- 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 Agreement. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Agreement, such a finding constitutes a breach of contract and Contractor shall be liable to HTFC 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 its 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 and its subcontractors shall submit an EEO policy statement to HTFC with its MWBE Utilization Plan in accordance with HTFC’s Office of Fair Housing and Equal Opportunity (“OFHEO”) procedures. If Contractor or its subcontractors do not have an existing EEO policy statement, a model statement can be found on HTFC’s website.
  3. 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 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 Agreement.

#### C. Staffing Plan

To ensure compliance with this section Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this Agreement by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractor shall complete the Staffing plan form and submit it within 60 days of this Agreement.

#### D. ADM 136 Monthly Employment Utilization Report ("Monthly Report")

1. Once a contract has been awarded and during the term of the construction, Contractor and its subcontractors are responsible for updating and providing notice to HTFC of any changes to the ADM 136. This information is to be prepared monthly and submitted on a quarterly basis to report the actual workforce utilized on the project by the specified categories listed including ethnic background, gender and Federal occupational categories.
2. Separate forms shall be completed by each subcontractor performing work on the project.
3. In limited instances it may not be possible to separate out the workforce utilized on the project from subcontractor's total workforce. When a separation can be made, subcontractor shall submit the ADM 136 and indicate that the information provided related to the actual workforce utilized on this project. When the workforce to be utilized on the project cannot be separated out from subcontractor's total workforce, subcontractor shall submit the ADM 136 and indicate that the information provided is subcontractor's total workforce during the subject time frame, not limited to work specifically for this project.

#### E. Contractor and its subcontractor's shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination

provisions. Contractor and its 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 ADM- 095B MWBE Utilization Plan either prior to, or at the time of, the execution of this Agreement.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this project pursuant to the prescribed MWBE goals set forth in section II-A of this Appendix.
- 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 Agreement. Upon the occurrence of such a material breach, HTFC 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 refer to OFHEO's Good Faith Efforts Guide on the HTFC website
- B. If Contractor, after making good faith efforts, is unable to comply with MWBE goals, Contractor may submit a Request for Waiver documenting good faith efforts by Contractor to meet such goals. Requests are to be in writing and directed to Wanda Graham, Director, Office of Fair Housing and Equal Opportunity, NYS Homes and Community Renewal, 641 Lexington Avenue, 5<sup>th</sup> Floor, New York, New York 10022.
- C. If HTFC, 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, HTFC may issue a notice of deficiency to Contractor. 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 \_\_\_\_\_) to HTFC by the 10<sup>th</sup> day following each end of quarter over the term of the Agreement documenting the progress made towards achievement of its MWBE goals.

**VII. Liquidated Damages - MWBE Participation**

- A. Where HTFC determines that Contractor is not in compliance with the requirements of this Agreement 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 HTFC liquidated damages.
  
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  1. All sums identified for payment to MWBEs had Contractor achieved the contractual MWBE goals; and
  2. All sums actually paid to MWBEs for work performed or materials supplied under this Agreement.
  
- 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 HTFC, Contractor shall pay such liquidated damages to HTFC within sixty (60) days after they are assessed by HTFC unless prior to the expiration of such sixtieth day, 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 HTFC.

**ATTACHMENT 5**

**BIDDER OVERVIEW**

REQUEST FOR PROPOSALS  
for Housing Technical and Consulting Services  
January 2014

## BIDDER OVERVIEW

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

Address \_\_\_\_\_

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

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Ext \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_ Fed ID # \_\_\_\_\_

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

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)*

*Please check all that apply*

Responding to Element	Regional Area(s) for Bid			
	1	2	3	4
<input type="checkbox"/> Construction Monitoring Services				
<input type="checkbox"/> Consulting Engineering/Architectural Services				
<input type="checkbox"/> Environmental Review Services	(Contract is for all of New York State)			

- 1- **Buffalo Regional Area:** Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Wyoming and Yates.
- 2- **Syracuse Regional Area:** Broome, Cayuga, Chenango, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga and Tompkins.
- 3- **Capital District Regional Area:** Albany, Clinton, Columbia, Delaware, Dutchess, Essex, Fulton, Greene, Hamilton, Montgomery, Orange, Otsego, Putnam, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren and Washington.
- 4- **NYC Regional Area:** Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk and Westchester.

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

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**ATTACHMENT 6**

**CONSUMER PRICE INDEX PRICE ADJUSTMENT**

REQUEST FOR PROPOSALS  
for Housing Technical and Consulting Services  
January 2014

## CONSUMER PRICE INDEX PRICE ADJUSTMENT

Prior to the expiration date of the contract the contractor may submit for a price increase if applicable to their contract-quoted price using the directions and formula identified below. The contractor must submit documentation showing how they arrived at the adjusted price along with a letter of explanation. If HTFC exercises its option to renew the contract, the updated prices will be reflected in the Budget.

The increase is based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>.

- Select "Subject Area" tab;
- Select "Inflation and Prices;"
- Select "Consumer Price Index;"
- Select "CPI Tables;"
- Select "Table Containing History Of CPI-U U.S. All Items Indexes and Annual % Changes 1913 to Present."

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the **annual** reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows:

- 1) **Obtain the Base Index** that is the CPI for the 3<sup>rd</sup> month prior to the start of the contract.
- 2) **Calculate the Index Point Change by subtracting the Base Index** from the CPI value for the 3<sup>rd</sup> month prior to the expiration date of the awarded Contract (e.g.: If start date begins in December, use the September CPI).
- 3) **The Index Point Change** is then divided by the **Base Index** and this result is then multiplied by 100 to equal the **Percent of Adjustment** that is the price adjustment value.
- 4) This **Percent of Adjustment** shall be applied to the next awarded Contract year if applicable.
- 5) **The adjusted Index shall become the base index for the next subsequent contract adjustment period.** The following example illustrates the computation of the **Percent of Adjustment**:

<b>Current Period</b> - CPI for 3 months prior to expiration date: <b>136.0</b>	
<b>Base Index</b> - CPI for 3 <sup>rd</sup> month prior to the month of the start date of the contract: <b>129.9</b>	
Subtract Base Index CPI from Current Period CPI to obtain Index Point Change	$136.0 - 129.0 = 6.1$
Divided Index Point Change by Base Index CPI	$6.1 / 129.9 = 0.047$
Multiply result by 100 to obtain Percentage of Adjustment	$0.047 \times 100 = 4.7\%$
<b>Percent of Adjustment</b>	<b>4.70%</b>

**ATTACHMENT 7**

**AFFIRMATION OF UNDERSTANDING**

REQUEST FOR PROPOSALS  
for Housing Technical and Consulting Services  
January 2014

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

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

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

Print Name: \_\_\_\_\_

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

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 8**

**BIDDER DISCLOSURE**

REQUEST FOR PROPOSALS  
for Housing Technical and Consulting Services  
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**Bidder Disclosure of  
Prior Non-Responsibility Determinations**

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

---

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

---

Name and Title of Person Submitting this Form:

---

Contract Procurement Number: \_\_\_\_\_

Date: \_\_\_\_\_

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

No

Yes

If yes, please answer the next questions:

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

No

Yes

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

No

Yes

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

Governmental Entity:

---

Date of Finding of Non-responsibility:

---

Basis of Finding of Non-Responsibility:

---

---

---

---

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---

---

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below.

Governmental Entity:

---

Date of Termination or Withholding of Contract:

---

Basis of Termination or Withholding:

---

---



**ATTACHMENT 9**

**HTFC Direct Deposit Form**

REQUEST FOR PROPOSALS  
for Housing Technical and Consulting Services  
January 2014

Exhibit C  
**Housing Trust Fund Corporation**  
**Technical Assistance Contract**

**DESIGNATION OF DEPOSITORY FOR DIRECT DEPOSIT OF HTFC FUNDS**  
**SECTION I (to be completed by Contractor)**

Contractor	Contract Title
Contractor Address	Contact Person (Name & Phone #)

The \_\_\_\_\_  
(Name of Contractor's Financial Institution)  
has been designated as the depository for all funds to be received from the Housing Trust Fund Corporation (HTFC) resulting from an award under the above Contract.

I certify that all HTFC funds shall be deposited in an account at the above-referenced financial institution, which is covered by federal deposit insurance.

Signature of Authorized Representative	Date
Name of Authorized Representative (Typed or Printed Legibly)	Title

**SECTION II (to be completed by Financial Institution)**

Name of Financial Institution
Address

Routing Number    \_\_\_\_\_

Account Number    \_\_\_\_\_

Account Type        Checking Account    \_\_\_        Savings Account    \_\_\_

The account identified above has been established with this bank. All necessary documentation, including a power of attorney where necessary, which will enable this bank to receive funds directly from the Housing Trust Fund Corporation without any endorsement by the payee, has been received and is in this depository's custody. Immediately upon deposit of HTFC funds in the above account, we will notify the Recipient and subsequently provide a copy of the documentation of deposit.

Signature of Authorized Bank Officer	Date
Title of Authorized Bank Officer	Telephone Number

**ATTACHMENT 10**

**HOURLY RATE FORM**

REQUEST FOR PROPOSALS  
for Housing Technical and Consulting Services  
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## Hourly Rate Form

Indicate the total hourly rate for services to be charged to HTFC, inclusive of all personnel costs, under each discipline a bid is being submitted for.

Name of Respondent: \_\_\_\_\_

Services Proposed: \_\_\_\_\_

**Construction Monitoring Services:**

	Buffalo	Syracuse	Capital District	NYC
Hourly rate per regional area:				

**Environmental Review Services:**

	Statewide
Hourly rate:	

**Engineering/Architectural Services:**

Indicate the hourly rate per regional area for each proposed service listed in the RFP				
Hourly rate per regional area:	Buffalo	Syracuse	Capital District	NYC
Civil engineering				
Mechanical engineering				
Plumbing engineering				
Electrical engineering				
Structural engineering				
Geotechnical engineering				
Archeological & historic preservation				
Architectural design				
Energy efficiency				
Sustainable (green building) design				
Landscape architecture				
Construction cost estimating				
Existing building evaluation				
Hazardous materials				
Other engineering				
Average hourly rate for E/A services:				