



Andrew M. Cuomo, Governor

Homes and Community Renewal

RuthAnne Visnauskas, Commissioner/CEO

Request for Proposals for Section 8 Inspection Services

Proposal Issuance Date:

March 2, 2017

Proposal Submission Deadline:

April 3, 2017, 12 PM EDT

HOUSING TRUST FUND CORPORATION
HAMPTON PLAZA, 38-40 STATE ST., ALBANY NY 12207
www.nyshcr.org

Proposal Checklist

CHECKLIST OF REQUIRED ITEMS FOR A COMPLETE PROPOSAL

Tab 1 - Application Coversheet

Tab 1 - Cover Letter

Tab 2 – Proposal Narrative

Tab 3 – Other Attachments/Supporting Documentation

References with accurate contact information for all prior engagements listed in the Proposal Narrative

Resumes for all Proposer’s staff and staff of Proposer’s subcontractors listed in the Proposal Narrative

Flow charts or other supporting materials referenced in the Proposal Narrative

Tab 4 – Cost Proposal, Exhibit B

Tab 5 – Administrative Proposal

[Contractor and/or Vendor Information Form](#)

[Vendor Responsibility Questionnaire – For Profit Business Entity](#) OR [Non-Profit Entity](#)

[Lobbying Reform Law Form 1](#)

[Lobbying Reform Law Form 2](#)

[Non-Collusive Bidding Certification Form](#)

[EEO Staffing Plan, PROC-1](#)

[Utilization Form, PROC-2](#)

[MWBE & EEO Policy Statement, PROC-4](#)

[Company Demographic Profile, PROC-7](#)

[EEOC Statement, PROC-8](#)

[Diversity Practices Questionnaire, PROC-9](#)

Proof of Errors & Omissions Insurance & additional Insurance Requirements

Proposer’s most recent two years of financial statements or federal tax returns

License, Certification and other Credential Statement

Conflict of Interest Statement

Other Disclosure Statement

General Federal Grant Requirements Statement

HUD Terms and Conditions Statement

HTFC Standard Clauses for Contracts Statement

MWBE statements, Section 10.4.9 (i) – (iv)

SDVOB statements, Section 10.4.9 (a) – (b)

Application Coversheet

Attach this form to the top of your proposal.

DATE OF APPLICATION:

GENERAL INFORMATION ON FIRM:

Legal Name of Firm:

Firm's Mailing Address:

Firm's Website:

Firm's Main Telephone Number (including area code):

Federal Tax ID Number:

SEC Registration Number (if applicable):

MBE Registration Number (if applicable):

WBE Registration Number (if applicable):

MWBE Registration Number (if applicable):

SDVOB Registration Number (if applicable):

MAIN CONTACT INFORMATION FOR THIS PROPOSAL:

Please list the individual that will be the main contact *regarding this proposal*:

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

PRINCIPAL IN CHARGE:

Please list the primary staff person(s) who will provide services relating to the Housing Trust Fund Corporation. Attach additional sheets if necessary.

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

ADDITIONAL CONTACTS (if applicable):

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

HOUSING TRUST FUND CORPORATION

REQUEST FOR PROPOSALS

FOR

SECTION 8 HOUSING CHOICE VOUCHER INSPECTION SERVICES

The Procurement Lobbying Law designated Contact Officer for this procurement is:

Stacey C. Mickle, Treasurer
New York State Homes and Community Renewal
Housing Trust Fund Corporation
38-40 State Street
Albany, New York 12207
Email: Stacey.Mickle@nyshcr.org

1. Introduction

[New York State Homes and Community Renewal](#) (“**HCR**”) consists of all the major housing and community renewal agencies of the State of New York (“**State**” or “**NYS**”), including the Housing Trust Fund Corporation (“**HTFC**”). HCR includes other State agencies not involved in this request for proposals (“**RFP**”) process. HTFC, a NYS public benefit corporation (“**PBC**”), administers over 40,000 Federal Section 8 Housing Choice Vouchers (“**HCVs**”) across the State, in which approximately 5,400 HCVs are in New York City (“**NYC**”).

2. Purpose

HTFC seeks proposals from qualified firms or individuals (“**Proposer**”) to conduct inspections of housing units and buildings that receive HCV assistance. The successful Proposer (“**Contractor**”) will demonstrate qualifications that meet or exceed the requirements specified in this RFP.

3. Overview of HTFC

HTFC was established in 1985 under Section 45-a of the State’s Private Housing Finance Law as a public benefit corporation. Its mission is to create decent affordable housing for persons of low income by providing loans and grants for the rehabilitation of existing housing or the construction of new housing. This mission has been expanded by the addition of many Federal and State programs to the HTFC portfolio such as:

Federal Programs

Section 8 Project-based Contract Administration (“Section 8 Contract”) program (previously referred to as the Housing Assistance Payment Program) - provides low-income housing rental subsidy to qualified landlords.

Section 8 Housing Choice Voucher (“HCV”) program and related programs - provides low-income housing rental subsidy to qualified individuals with a related program that includes the five-year Mainstream program.

Community Development Block Grant (“CDBG”) program - provides funding to eligible municipalities in the State for various housing, community development, and economic development activities.

CDBG Disaster Recovery (“CDBG-DR”) program - provides funding for projects to aid in the recovery efforts in areas impacted by Hurricanes Sandy and Irene and Tropical Storm Lee.

HOME Investment Partnership (“HOME”) program - provides funds for the construction and rehabilitation of low income housing.

State Programs

Low Income Trust Fund Housing Program - provides funds for the construction and rehabilitation of low income housing.

Public Housing Modernization and Drug Elimination Programs - provides funds to rehabilitate State run public housing authorities (“PHA”) and reduce drug and crime activities.

Homes for Working Families Program - provides funds to finance affordable housing for low income families and senior citizens by accessing tax exempt bond financing and low income housing credits.

Medicaid Redesign Team Program - creates new supportive housing opportunities by leveraging other public and private investments to maximize potential Medicaid savings.

Visit HTFC’s website at <http://www.nyshcr.org/> to learn more about the above HTFC programs and other HTFC programs not described in this RFP, but applicable to Scope of Work in this RFP.

For information regarding HTFC’s financial statements, visit our website at: <http://www.nyshcr.org>.

4. Requirements relating to Diversity, Service Disabled Veteran Owned Business Enterprises

The Contract resulting from this RFP will be funded 100% with federal funds; however, the Contract will not be subject to the income requirements in Section 3 of the Housing and Urban Development (“HUD”) Act of 1968. HTFC is committed to ensuring that employment and other economic opportunities generated by HUD’s financial assistance, to the greatest extent feasible and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. To that end, Section 3 business concerns are encouraged to submit proposals in response to this RFP.

4.1 Minority and/or Women Owned Business Enterprise Participation

Pursuant to NYS Executive Law Article 15-a (“**Article 15-a**”), HTFC recognizes its obligation to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises (“**MWBEs**”), and the employment of minority group members and women in the performance of all State funded HTFC contracts. HTFC is committed to awarding contracts to firms that are dedicated to diversity and provide high-quality services. MWBEs certified in NYS, or any other city or state or the federal government, are encouraged to submit proposals in response to this RFP.

For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% for MWBE participation for the contract resulting from this RFP process, 15% for minority-owned business enterprises (“**MBEs**”) and 15% for women-owned business enterprises (“**WBEs**”).

4.2 Service-Disabled Veteran-Owned Business Enterprise Participation

Pursuant to NYS Executive Law Article 17-b (“**Article 15-b**”), HTFC recognizes its obligation to promote opportunities for maximum feasible participation of certified service disabled veteran-owned business enterprises (“**SDVOBs**”) in the performance of all State funded HTFC contracts. HTFC is committed to awarding contracts to firms that are dedicated to SDVOBs and provide high-quality services. SDVOBs certified in NYS, or any other city or state or the federal government, are encouraged to submit proposals in response to this RFP.

For purposes of this solicitation, HTFC hereby establishes a goal of 6% for SDVOB participation for the contract resulting from this RFP process.

5. Calendar of Events and Milestones

It is anticipated that a Contract will be awarded in response to this RFP based on the following schedule:

Event	Date
Issuance of RFP	March 2, 2017
Bidders' Teleconference#	On or about March 14, 2017 at 1pm, Eastern Daylight Time (“ EDT ”) (Teleconference information to be posted on HTFC's webpage)
Deadline for RFP Questions	March 20, 2017, 3 pm, Eastern Daylight Time (“ EDT ”)
Deadline for Responses to RFP Questions	March 24, 2017
Proposal Submission Deadline	April 3, 2017, 12 pm, EDT
Interview for Selected Proposers (if needed)	Weeks of April 10 and 17, 2017
Anticipated Notification of Selection Date	May 11, 2017
Anticipated Date for Execution of Contract	May 19, 2017*

#Attendance at Teleconference is not mandatory.

*Subject to the approval of HTFC's Board.

HTFC reserves the right to modify this schedule at its discretion. HTFC reserves the right to conduct interviews with Proposers for purposes of expanding or clarifying responses. Notification of changes in connection with this RFP will be made available to all interested parties via HTFC's web page: <http://www.nyshcr.org/AboutUs/Procurement/HCR-Procurement.htm>. It is the responsibility of the Proposer to check the web site for notifications relating to this RFP.

6. Administrative Information

6.1 Questions and Answers

Any questions or requests for clarification regarding this RFP must be submitted via email to Lisa.Pagnozzi@nyshcr.org, citing the RFP page and section, no later than the date identified in the “*Calendar of Events and Milestones*” section of this RFP. The “Subject” line of the email should indicate “Questions - 2017 Inspection Services RFP”.

Questions will not be accepted orally and any question received after the deadline may not be answered. The list of questions/requests for clarifications and the official responses by HTFC will be posted in a timely manner on the [HCR “Procurement Opportunities” webpage](#).

Proposers should note that all clarifications and exceptions are to be resolved prior to submission of the proposal.

An electronic version of this RFP will be posted on [HCR's website](#) in addition to any subsequent changes, additions or deletions to the RFP, including the timelines and target dates. Proposers

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are encouraged to check the [HCR website](#) frequently for notices of any clarifications, changes, additions, or deletions to the RFP.

6.2 Amendments and Addenda

HTFC reserves the right to modify any part of this RFP including, but not limited to, the date and time proposals must be submitted and received by HTFC at any time prior to the Proposal Submission Deadline date listed in the “*Calendar of Events and Milestones*” section of this RFP. Modifications to this RFP will be made by issuance of amendments and/or addenda. Any amendment or addendum to this RFP will become part of this RFP.

Prior to the Proposal Submission Deadline date, any such clarifications or modifications as deemed necessary will be posted to [HCR’s website](#).

If the Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer will immediately notify HTFC of such error in writing and request clarification or modification of the document.

There are no designated dates for release of addenda. Therefore, interested Proposers should check HTFC’s website frequently through the Proposal Submission Deadline date. It is the sole responsibility of the Proposer to be knowledgeable of all addenda related to this RFP process.

6.3 Restriction of Communication

Pursuant to State Finance Law (“SFL”) §§139-j and 139-k, this RFP imposes certain restrictions on communications between HTFC and its Affiliates (NYS Division of Housing and Community Renewal, 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, i.e., the other agencies constituting HCR), and a potential Proposer during the procurement process. A Proposer is restricted from making contacts that a reasonable person may infer were intended to influence the selection of a firm or company to perform (or provide) the proposed professional services (or goods) in this RFP, from the date of publication of this RFP until the awarding of a contract(s) by HTFC (the “**Restricted Period**”) with any person other than the designated staff member named below, unless it is a contact that is included among certain statutory exceptions set forth in SFL §139-j(3)(a). Employees of HTFC, including any employees of the agencies that constitute HCR, are required to obtain certain information when contacted during the Restricted Period and make a determination of responsibility of the Proposer under the SFL. Findings of non-responsibility can result in rejection for contract award and in the event of two (2) findings within a four (4) year period, the Proposer will be debarred from obtaining NYS governmental contracts.

For further information, please refer to the following website:
<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/Faq.htm>.

For all Lobbying Law Contacts, please contact:

Stacey C. Mickle, Treasurer
New York State Homes and Community Renewal
Housing Trust Fund Corporation
38-40 State Street
Albany, New York 12207
Email: Stacey.Mickle@nyshcr.org

If you have inquiries regarding this RFP or would like to contact HTFC regarding issues not relating to Lobbying Law Contacts, please contact:

Lisa G. Pagnozzi, Vice President, Contracts and Administration
New York State Homes and Community Renewal
Housing Trust Fund Corporation
641 Lexington Avenue, 4th Floor
New York, New York 10022
Lisa.Pagnozzi@nyshcr.org

or

Berniesha Coleman, Assistant Contract Administrator
New York State Homes and Community Renewal
Housing Trust Fund Corporation
641 Lexington Avenue, 4th Floor
New York, New York 10022
Berneisha.Coleman@nyshcr.org

Other than the three contact persons identified above, prospective Proposers shall not approach HTFC employees, or any employees of the agencies that constitute HCR, during the Restricted Period about any matters related to this RFP or any proposal(s) submitted pursuant thereto.

6.4 Contract

The initial Contract period will be for three (3) years. HTFC may elect to extend the term of the Contract, at its discretion, for an additional two-year period. The scope of work, fees, term and other provisions covered by this RFP, may be modified by HTFC during the term of the Contract, on an as needed basis, with the mutual written consent of both parties. Any Contract that exceeds a five-year period will require the affirmative concurrence of HTFC's Board to extend the Contract without undergoing a new solicitation process.

Prior written approval must be received by HTFC for the use of any subcontractor, including substitution and/or change in existing subcontractor(s). The sections relating to the scope of services and compensation in the subcontracting agreement must be well-defined. HTFC reserves the right to request a copy of any subcontracting agreement between the successful Proposer and its subcontractor(s).

The successful Proposer will be required to execute an Inspection Services Agreement with HTFC that incorporates (i) HUD's terms and conditions, attached hereto, as Appendix II, (ii) Appendix I, HTFC's [*Standard Clauses for Contracts*](#), hyperlinked herein, and (iii) *Confidentiality Pledge*, attached hereto to as Appendix III, signed by both the successful Proposer, its subcontractors (if any) and each individual inspector.

The Contract resulting from this RFP is subject to the availability of Federal funding for the Section 8 Housing Choice Voucher program. HTFC reserves the right, at its sole discretion, to cancel the Contract or to modify the specific tasks or the anticipated volume of inspections based on changes within the Federal budget or other factors.

HTFC currently anticipates awarding one Contract pursuant to this RFP process; however, at the sole discretion of HTFC, and based upon the breadth and experience included in Proposals in response to this RFP process, HTFC may award contracts to more than one Proposal.

If HTFC exercises its right to cancel the Contract with the successful Proposer, HTFC reserves the right to award another Contract to the next most qualified Proposer.

6.5 Vendor Responsibility

6.5.1 General Responsibility

The successful Proposer will at all times during the Contract term remain responsible for the scope of work, including duties, deliverables and outcomes. The successful Proposer agrees, if requested by HTFC, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior experience, and organizational and financial capacity.

6.5.2 Suspension (for Non-Responsibility)

HTFC reserves the right to suspend any or all activities under an awarded Contract at any time when HTFC discovers information that calls into question the responsibility of any successful Proposer. 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 HTFC issues a written notice authorizing a resumption of performance under the Contract.

6.5.3 Termination (for Non-Responsibility)

Upon written notice to the Contractor and a reasonable opportunity to be heard by HTFC, the Contract may be terminated by HTFC at the Contractor's expense, where the Contractor is determined by HTFC to be non-responsible. In such event, HTFC may complete the contractual requirements in any manner HTFC deems advisable and pursue available legal or equitable remedies for breach.

6.6 Affordable Care Act

It is the sole responsibility of the Contractor to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit¹. Employees of the successful Proposer providing services to HTFC are employees of the Contractor and are not employed by HTFC nor the State of New York.

7. Scope of Work

7.1 Overview

The Contractor will conduct inspections of housing units and buildings that are receiving HCV assistance through HTFC. The primary location of the inspections will be in the five boroughs of NYC. Inspections will be completed according to the Federal standard that is relevant during the Contract period, and such standard will include, but may not be limited to, Federal Housing Quality Standards (“HQS”), HUD’s current standard, as well as any standards adopted by HUD or HTFC in the future, such as the proposed Uniform Physical Condition Standards – Voucher (“UPCS-V”). Inspectors provided by the Contractor must be knowledgeable in building and fire codes for NYC and NYS, and be able to identify potential health and safety hazards to HCV tenants.

It is anticipated that the Contractor will conduct approximately 6,000 inspections of housing units in NYC per year which will include roughly 3,500 initial and annual inspections, 2,400 re-inspections, and 100 no shows and emergencies. These inspections will take place in a variety of settings including high-rise apartments, walk-ups, detached dwellings, etc. Data from these inspections will be summarized and securely transferred to HTFC daily at a specified time and in a format prescribed by HTFC and NYS’s Office of Information Technology Services (“ITS”).

HTFC will upload the data into its Statewide Housing Choice Voucher Management System (“SHCVS”). Individual inspection reports will be uploaded into HTFC’s Content Server. HTFC will own all data collected by the Contractor.

The above inspection numbers are estimates only. There will be no minimum or maximum number of inspections guaranteed in this Contract. The actual number of inspections performed each year is subject to change based on a variety of factors. Among other factors, the inspection workload is subject to the availability of Federal funds, the availability of in-house inspection staff at HCR, and changes in Federal and/or NYS regulations for the Section 8 Housing Choice Voucher program. HTFC reserves the right at its sole discretion to cancel the Contract, modify specific tasks, or adjust the overall volume of inspections based on changes within the Federal

¹ Exchange coverage allows the successful Proposer to use state insurance exchange marketplace to obtain coverage from competing private health care providers.

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budget or other factors. HTFC also reserves the right to alter the process for data collection and transfer based on changes or updates to its own databases and systems.

The Contractor will follow any and all applicable NYS and Federal standards to ensure the security of any personal information collected or stored as per this Contract (see <https://its.ny.gov/eiso/policies/security> for a sample of rules published by ITS). The Contractor is strictly forbidden from sharing data with any third party without HTFC's written approval, and is solely responsible for enforcing confidentiality among all of its employees and subcontractors. In the event that any data in its possession is compromised, the Contractor will assume all responsibility for any legal costs or judgments incurred by HTFC.

7.2 Tasks

The Contractor will be paid strictly on a per inspection basis when operating within the five boroughs of NYC. For purposes of this RFP, the types of inspections include:

- a) Annual/Initial Inspections;
- b) Re-inspections for units that fail annual/initial inspections;
- c) Emergency inspections to respond to complaints within 24 hours; and
- d) No show inspections where the tenant or landlord previously agreed to be present but was not available and did not cancel the appointment.

The Contractor may establish a single fee for each type of inspection. In the case of no-shows, the Contractor may not charge HTFC if the tenant or landlord made a reasonable attempt to cancel at least 24 hours prior to the appointment.

The fee for each type of inspection must be inclusive of *all direct and indirect costs* associated with performing an inspection which includes:

- 1) Staffing costs for the inspectors and their supervisors;
- 2) Equipment and software for any digital system used to collect inspection data;
- 3) Any other equipment and vehicles required;
- 4) All travel costs, including mileage, tolls, etc.;
- 5) All required insurance;
- 6) Facility and overhead; and
- 7) Ongoing training.

If HTFC requests inspections outside of NYC, the Contractor will have the opportunity to negotiate an additional fee related to travel; however, such costs must be in accordance with New York State travel policies.

HTFC will assign a designated point of contact, referred to as the Housing Quality Coordinator, to oversee the Contractor's activities with HTFC.

7.2.1 Scheduling and Notification of Tasks

The Contractor will propose and implement a *customer service strategy* ("CSS") for scheduling inspections and providing tenants and landlords with reasonable and prompt notification that will

minimize no-shows. The CSS will include sufficient staffing, equipment and facilities to schedule appointments and respond to tenants, landlords, and HTFC staff.

Tasks include:

- 1) Receiving data from HTFC regarding Section 8 families; utilization of that data to establish an inspection schedule; ensuring the security and confidentiality of any personal information at all times;
- 2) Establishing procedures for notification and scheduling of inspection appointments which may include automated phone calls, actual phone calls, emails, texts, mail, or any combination of those options proposed by the Contractor;
- 3) Providing staffing and a dedicated customer service phone line and email address for tenants and landlords to cancel and reschedule appointments, report building issues, protest inspection findings, and initiate complaints regarding inspector conduct;
- 4) Scheduling appointments within a three-hour window; ensuring that inspectors are properly scheduled to arrive on time;
- 5) Coordinating inspections geographically to limit travel time and maximizing the number of inspections completed each day;
- 6) Based on data provided by HTFC, scheduling annual inspections for all HCV units to be completed within 364 days of the previous annual inspection, or as instructed as per Federal policy and the HTFC Administrative Plan;
- 7) Scheduling initial inspections within 30 days of request for approval of tenancy and notifying the tenant and HTFC of inspection results in writing;
- 8) Responding to a request for an inspection related to an emergency repair within 24 hours; re-inspecting to ensure completion within 24 hours, and as needed;
- 9) Scheduling inspections for non-emergency, as necessary, within 30 days;
- 10) Scheduling follow up inspections for major repairs;
- 11) For no shows, rescheduling appointments to remain in compliance with all deadlines, to the extent possible; and
- 12) Receiving requests for extensions for major repairs and establishing a process for review and approval with the Housing Quality Coordinator.

7.2.2 Conducting Inspections

The Contractor will provide a sufficient number of capable and properly trained inspectors to conduct the inspections within the required timeframes. For any inspector employed by the Contractor or any of its subcontractors and utilized to perform inspections as per the Contract resulting from this RFP process, the Contractor shall provide documentation acceptable to HTFC that the inspector is properly certified and current on any ongoing training or continuing education requirements. This documentation will be provided in advance of the inspector conducting any inspections on behalf of HTFC.

The Contractor will also provide adequate supervision of inspectors. Additionally, the Contractor will propose and implement a **data collection strategy**. HTFC expects that the Contractor will utilize the latest technology to conduct inspections and maintain data security which may include using a sufficiently secure tablet or hand held device, thereby reducing paper, limiting data collection errors, and safeguarding information.

Tasks include:

- 1) Traveling to and from inspection appointments;
- 2) Arriving to inspection appointments on-time, appropriately dressed, and with the necessary equipment and proper identification;
- 3) Conducting physical inspections of units in accordance with Housing Quality Standards, or the HUD standard that is currently required, plus any additional requirements specified in the State's Administrative Plan;
- 4) Conducting physical inspections of units in accordance with any other applicable standards including, but not limited to, Federal regulations related to hazardous materials, local building codes, etc.;
- 5) For multi-family properties, inspecting common areas and mechanical systems as required by the current Federal standard;
- 6) Collecting inspection results digitally in a report format mutually agreed upon by HTFC and the Contractor;
- 7) Transferring data from inspections daily on a Microsoft Excel Spreadsheet for uploading into SHCVS; providing individual inspection reports in a mutually agreed upon digital format for uploading onto HTFC's content server;
- 8) Identifying health and safety hazards and pointing them out to the tenant and landlord, as necessary; educating tenants and landlords regarding building safety, as appropriate; and
- 9) Reporting serious and immediate threats to health and safety of tenants to the Housing Quality Coordinator or to other HTFC management staff in a timely manner.

7.2.3 Quality Control, Analysis and Follow-up

The Contractor will propose and implement a *quality control strategy*, and assist HTFC in identifying risks.

Tasks include:

- 1) Providing the HTFC Housing Quality Coordinator with a daily report that includes the results of appointments from the previous day, and the schedule for the balance of the week;
- 2) Providing the Housing Quality Coordinator with a monthly report of failed inspections; identifying trends in this report including property owners and managers with chronic issues;
- 3) Providing inspection data as required to an on-line owner portal to enable property managers to track results;
- 4) Responding to any complaints regarding inspector conduct in writing, carbon copying HTFC;
- 5) Providing process for tenants and landlords to appeal or protest a failed inspection;
- 6) Providing a quality control strategy to ensure consistent application of standards and courteous behavior among inspectors that may include, but is not limited to, (a) a random sampling of a percentage of inspections, (b) review of complaints, customer satisfaction surveys, etc., and (c) providing results of quality control efforts to the Housing Quality Coordinator;
- 7) Performing Quality Control inspections in excess of the HUD requirement as defined by the SEMAP indicator;

- 8) Remaining current and prepared to advise HTFC, as necessary, regarding changes to Federal standards and local building codes;
- 9) Making recommendations for how to better achieve the **desired outcomes** below, as necessary;
- 10) Working with the Housing Quality Coordinator to ensure consistency between inspections performed by the successful Proposer and those conducted by in-house HCR staff; and
- 11) Allowing the Housing Quality Coordinator to attend inspections, and schedule joint trainings for contractor and HCR/HTFC staff, as requested.

7.3 Deliverables

The Contractor will provide the following deliverables resulting from the completion of the above tasks:

1. Completion of all inspections as required and on time;
2. Digital reports on the inspection of each housing unit to HTFC in a format acceptable to HTFC;
3. Implementation of the Contractor's strategies for Customer Service, Data Entry, and Quality Control;
4. Daily scheduling report;
5. Monthly failed inspection report;
6. Identification of chronic problem landlords; and
7. Other advice and consultation, as appropriate.

7.4 Desired Outcomes

The Contractor will perform the above tasks and provide the deliverables outlined above. In doing so the Contractor will strive to achieve the following outcomes:

- 1) Ensure Section 8 families are living in a healthy and safe home while educating landlords regarding Federal, State and local standards for building maintenance;
- 2) Provide courteous and prompt service that is respectful to Section 8 families, landlords, and HTFC staff;
- 3) Minimize 'no-shows' and other unnecessary costs to the HCV program;
- 4) Utilize technology to reduce the need for data entry and improve the overall customer experience; and
- 5) Conduct work in compliance with the current HTFC Administrative Plan and ensure HTFC's continued compliance with all applicable Federal rules and requirements.

In addition to conducting inspections for HTFC-administered Housing Choice Vouchers in New York City, HTFC reserves the right under this RFP to negotiate with the selected Contractor to perform property condition inspections in other locations, or on behalf of other State-operated housing programs. In that event, HTFC and the contractor may negotiate reasonable, additional charges related to the travel, staffing or other requirements necessary to carry out the specific type of inspection. Other federal or state requirements not listed in this RFP may apply.

8. Compliance with all Section 8, Federal and NYS requirements

Under the awarded contract, HTFC will engage the successful Proposer utilizing federal funds from the Section 8 Housing Choice Voucher program. By submitting a proposal, the proposer acknowledges that, if awarded a contract, they will be solely responsible for ongoing compliance with any and all federal and State requirements related to the Scope of Work outlined in this RFP. These requirements include, but are not limited to, the federal Housing Act or other relevant federal statutes, regulatory requirements issued by the U.S. Department of Housing and Urban Development, rules adopted by HUD's Office of Public and Indian Housing that are applicable to the Section 8 Housing Choice Voucher program, and HTFC's Housing Choice Voucher Administrative Plan. The requirements included in this RFP are not necessarily comprehensive, and it is the successful Proposer's responsibility to remain knowledgeable of and compliant with any new or revised rules that are adopted during the life of the contract. Where there are contradictions between this RFP and Federal Law, Federal Law should prevail.

9. Proposal Requirements

A complete proposal for this RFP is comprised of five (5) separate tabs: (i) Tab One: Application Cover Sheet and Cover Letter; (ii) Tab Two: Proposal Narrative; (iii) Tab Three: Other Attachments/Supporting Documentation; (iv) Tab Four: Cost Proposal; and (v) Tab Five: Administrative Proposal.

The Proposal must be complete and prepared in a format consistent with the instructions provided in this RFP. In all instances, HTFC's determination regarding a proposal will be final. Proposals not organized in the manner prescribed in this RFP may be considered non-responsive at HTFC's sole discretion. Proposers should not refer to other parts of the proposal, to information that may be publicly available elsewhere, or to the Proposer's or other websites in lieu of answering a specific question.

9.1 Proposal Submission Requirements

Proposals must be delivered by email no later than the proposal due date and time indicated in the "*Calendar of Events and Milestones*" section of this RFP.

The proposal must be bookmarked and divided into five parts:

- Tab One: Application Cover Sheet and Cover Letter;
- Tab Two: Proposal Narrative;
- Tab Three: Other Attachments/Supporting Documentation;
- Tab Four: Cost Proposal;
- Tab 5: Administrative Proposal.

Proposals must be sent in two emails and labeled as follows: (a) one email to include Tabs One, Two, and Three, with the subject line of the email labeled "2017 Inspection Services RFP: Tabs

1, 2 and 3” (“**Part One**”); and (b) the other email to include Tabs Four and Five, with the subject line of the email labeled “2017 Inspection Services RFP: Tabs 4 and 5” (“**Part Two**”).

Proposals must be submitted by email to Nyhomes.proposal@nyshcr.org in searchable portable document format (“**PDF**”) compatible with Adobe Reader XI. HTFC will not accept discs, flash drives, or FTP file references that require downloading information from the Proposer’s or a third party’s website. If the file is large, it may be submitted in multiple email attachments, with the proper Part One or Part Two label (if applicable) and “1 of X”, “2 of X”, etc., and the last email as “X of X – Final”.

Any proposal delivered after the proposal due date and time indicated in the “*Calendar of Events and Milestones*” section of this RFP may be deemed ineligible. It is the Proposer’s sole responsibility to ensure that all emails and attachments are delivered on time in a legible format. Proposers assume all risk for proposal delivery.

A proposal may be deemed to be non-responsive because it is materially incomplete. HTFC reserves the right to seek clarification or request additional information.

The determination of whether any proposal is complete or was received on time is at the sole discretion of HTFC. All submitted proposals shall become the property of HTFC.

10. Contents of Proposals

The Proposal should demonstrate that the Proposer is qualified to perform the Scope of Work.

Each Proposer is required to submit the information and documentation listed below in the order in which it is requested. A proposal that does not include all required information and completed forms may be subject to rejection.

The completed proposal will include Tabs One through Five, as described in the Proposal Submission Requirements section of this RFP. Each Tab must be electronically bookmarked as Tab 1, Tab 2, Tab 3, Tab 4 and Tab 5, and must be presented in the exact order requested in this RFP. The content in Tab 2 must be no more than ten (10) letter-size pages (single or double spaced, minimum 12 point font, and at least one inch margins).

The Proposer must submit a proposal that clearly provides all of the information required in this RFP. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and clarity of content. The Proposer is advised to thoroughly read and follow all instructions contained in this RFP. Proposals that do not comply with these instructions or do not meet the full intent of all the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed non-responsible.

HTFC does not require, nor desire, any promotional material that does not specifically address the response requirements of this RFP.

The Proposer’s proposal must include the information indicated below for Tabs 1 - 5.

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10.1 TAB 1: Application Coversheet & Cover Letter

The Proposer must submit, as part of its Proposal Submission, the Application Coversheet (pages 3 and 4 of this RFP) and a Cover Letter.

The Proposer's Cover Letter must not exceed two (2) pages and should include:

- A. A brief summary of the Proposer's organizational history and legal structure (e.g. individual practitioner, partnership, LLC, corporation, non-profit organization, evidence of certification status as a MWBE and/or SDVOB, etc.);
- B. A statement affirming the Proposer's number of years of experience as it relates to the Scope of Work;
- C. Contact information for any firm(s) the Proposer intends to enter into a subcontract agreement(s) to meet HTFC's (i) overall 30% MWBE participation goal and (ii) 6% SDVOB participation goal; and
- D. A written certification confirming that the information contained in the proposal is true and accurate and that the person signing the cover letter is authorized to submit the proposal on behalf of the Proposer.

10.2 TAB 2: Proposal Narrative

The Proposer will use this section to demonstrate they are qualified, prepared and ready to perform the tasks outlined in the Scope of Work and achieve the desired outcomes. This section is comprised of three subsections, (i) experience, (ii) capacity and (iii) methodology.**10.2.1**

10.2.1 TAB 2A: Experience

The Proposer must have a minimum of three (3) years of experience performing Housing Quality Standards (“**HQS**”) inspections on behalf of a public benefit corporation, Housing Authority, local or state government, or a private firm.

List any engagements or contracts active any time during the past five years (starting from Calendar Year 2011 to present) in which the proposer performed tasks that are/were directly related to the tasks, deliverables and outcomes listed in the Scope of Work. Experience for proposed subcontractors may also be included.

1. For each engagement, the Proposer must provide the following information in order for that engagement to be considered in the proposal evaluation:
 - a) The name and location of the contracting entity;
 - b) Type of entity (State PHA, Local PHA, local government, private, etc.);
 - c) Dates of the engagement;

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- d) Description of the services provided under the engagement, including skills required and volume of work (specifically, the number of inspections performed per year);
- e) If the engagement is no longer active, describe the circumstances under which the services were discontinued; specifically state whether the performance objectives listed under the engagement were fully met, and if not, please explain;
- f) Describe any best practices or innovative techniques that were learned and/or applied under the engagement that may be useful in achieving the outcomes listed in the Scope of Work for this RFP.
- g) Provide the name, title and contract information for someone who can provide a reference and speak with authority to the Proposer's performance in the engagement. The contact information must include the person's current address, phone number and email address.*

*If the contact information is found to be inaccurate or not current, HTFC reserves the right to not consider that engagement when evaluating the proposal.

2. Discuss your firm's knowledge of local and NYS building codes and Federal requirements related to environmental hazards related to lead paint, inspections, fire safety, etc.

10.2.2 TAB 2B: Capacity

1. Describe the qualifications of your firm's staff and subcontractor(s) who will be performing the tasks outlined in the Scope of Work. This should include but may not be limited to:
 - a) Schedulers, customer service reps, and others needed to implement the Proposer's customer service strategy;
 - b) Technology staff who will operate the Proposer's system for digitally collecting inspection data;
 - c) HQS inspectors and their supervisors;
 - d) Quality control staff, data analysts, trainers and other relevant staff; and
 - e) Management staff.

For each staff member listed, provide the number of years of relevant experience, and attach a resume in the Tab 3.

2. Provide a flow chart describing how the work will be carried out among the staff and include in Tab 3. If your firm does not presently have all of the staff necessary, then a timeline must be provided explaining how the required staffing capacity will be obtained by May 19, 2017, demonstrating:
 - a) Sufficient staff capacity to perform approximately 10,000 HQS inspections in the five boroughs of NYC and include plan to meet all deadlines and requirements outlined in the Scope of Work.
3. Discuss your firm's current ability to operate in New York City. Specifically, does your firm have access to the necessary office space, vehicles, equipment etc. already in place? If not, then a timeline must be provided explaining how the necessary facilities and equipment will be obtained by May 19, 2017, and discuss:

- a) The facilities equipment and procedures needed by your firm to operate in the NYC area; and
 - b) How your firm will ensure the security of any personal information received from HTFC at all times.
4. Describe your firm’s technological capacity to (i) securely receive and transmit inspection data and (ii) provide data as required for other HTFC purposes, such as an owner portal.
 5. An organizational chart for your firm and any subcontractors to be included in Tab 3.

10.2.3 TAB 2C: Methodology

The Proposer should describe specifically how they will deliver the tasks and deliverables described in the Scope of Work and achieve the desired outcomes. This description must, at minimum, address the following:

1. **Scheduling/Customer service strategy** – How will inspections be scheduled? What scheduling program/software will be utilized? How will your firm communicate with tenants and landlords? What techniques will be utilized to minimize no-shows and other unnecessary costs? How will your firm ensure that HTFC remains in compliance with annual inspection requirements?
2. **Data Collection Strategy** - What equipment and software will your firm utilize to collect inspection data? How will the security of HTFC’s data be maintained? What additional on-line or web based resources can your firm offer HTFC, landlords and/or tenants, to enhance efficiency and improve customer experience? Where applicable, provide a sample, in Tab 3, of inspection reports and/or other data collection tools that will be utilized.
3. **Conducting Inspections** – How will inspectors travel to and from their inspections? How will inspectors be trained and remain current on HQS and other HUD requirements? What extra steps will inspectors take to clearly communicate inspection results in a courteous but direct manner, ensure health and safety, and educate landlords and tenants?
4. **Quality Control/Analysis and Follow-up** – How will inspectors be supervised and what steps will be taken to ensure consistency while exceeding HUD requirements? How will inspection results be communicated and analyzed? Provide samples of daily inspection schedules and other reports and include in Tab 3.

10.3 TAB 3: Supporting Documentation

Supporting documentation to include resumes, references, organizational charts, report samples, etc.; however, only attachments that specifically speak to and support the proposal as outlined in Tab 2 should be included in this Tab 3.

10.4 TAB 4: Cost Proposal

Tab 4 is comprised of the Cost Proposal for this RFP which must include the Total Project Cost for providing the tasks in the Scope of Work. The Proposer will provide a per unit fee for each type of housing inspection performed within the five boroughs of New York City. This fee will include all direct and indirect costs, including but not limited to staffing, equipment, and travel.

The Proposer may propose different fees for each category of inspection, but the fee will not vary based on location or any other factor within that category. The proposed fee for each category must be one number. Ranges will not be accepted and may disqualify the proposal. The Proposer must use the categories listed in the *Cost Proposal Worksheet*. Additional categories may not be added. *The Cost proposal must be submitted using the Cost Proposal Worksheet, attached hereto as Exhibit B. The Cost Proposal Worksheet must be signed by an authorized signatory of your organization.*

10.5 TAB 5: Standard Attachments to the Proposal

Proposers are subject to the requirements described in HTFC's [Standard Clauses and Requirements for Solicitations, hyperlinked herein as Exhibit A](#). Such requirements include but are not limited to submission of the following information and forms of HTFC: (a) [Contractor and Vendor Information FORM](#); (b) [Lobbying Procurement Law FORM 1](#) and [Lobbying Procurement Law FORM 2](#); (c) [Non-Collusive Bidding Certification FORM](#); ; (d) [EEO Staffing Plan, PROC-1](#); (e) [Utilization Form, PROC-2](#); (f) [MWBE/EEO Policy Statement, PROC-4 form](#); (g) [Company Demographic Profile, PROC-7](#); (h) [EEOC Statement](#), applicable to Proposers with 15 or more employees, PROC-8; (i) [Diversity Practice Questionnaire, PROC-9](#); and (j) [Vendor Questionnaire, For Profit](#) or [Vendor Questionnaire, Not For Profit](#) , all forms hyperlinked herein.

In addition to completion of the forms hyperlinked in the paragraph above, Proposers must provide the following information:

10.5.1 Insurance

Provide evidence of the insurance requirements, attached to this RFP as Exhibit C.

10.5.2 Financial Capacity

Provide the last two years of your firm's most recent tax returns, or if available audited financial statements.

10.5.3 Licenses, Certifications and other Credentials

Proposer must respond affirmatively that it, and its subcontractors (if any), will have prior to commencement of work under the Contract, all necessary licenses, certifications, approvals, and other needed credentials to perform the Scope of Work in this RFP.

10.5.4 Conflict of Interest

Disclose any existing or contemplated relationship with any other person or entity, including relationships with any parent, subsidiary or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Proposer or former officers and employees of HTFC and its Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify HTFC of, and resolve any such conflicts.

10.5.5 Other Disclosures

The Proposer must disclose whether its entity, or any of its members discussed in the above paragraph, has been the subject of any adverse findings that may prevent HTFC from selecting Proposer. Such adverse findings may include, but are not limited to:

- investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, “**Commission**”), or a commission of public integrity in another state;
- negative findings from the NYS Inspector General, a federal Inspector General, or from the U.S. Government Accountability Office, or from an Inspector General in another state;
- pending or unresolved legal action from the U.S. Attorney General or from an attorney general in NYS or another state;
- arson conviction or pending case;
- harassment conviction or pending case;
- local, NYS or other state, Federal or private mortgage arrears, default, or foreclosure proceedings;
- in rem foreclosure;
- sale of tax lien or substantial tax arrears;
- fair housing violations or current litigation;
- defaults under any Federal, state or locally-sponsored program;
- a record of substantial building code violations or litigation against properties owned and/or managed by Proposer or by any entity or individual that comprises Proposer;
- past or pending voluntary or involuntary bankruptcy proceeding;
- conviction for fraud, bribery or grand larceny; and
- entity listed on the Federal or state excluded parties’ lists.

The Proposer must include a brief description for any negative finding that indicates how the finding was resolved or whether it remains unresolved.

10.5.6 General Federal Grant Requirements

Due to the awarded Contract being funded with federal funds, the Contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget’s (“**OMB**”) applicable circulars. Proposer shall provide a description of experience with

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such grant requirements and affirmatively represent and certify that the Proposer shall adhere to any applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from the fee or compensation to Proposer.

10.5.7 HUD Terms and Conditions

Due to the awarded Contract being funded with HUD funds, the Contract shall be governed by certain general *HUD Terms and Conditions*, attached hereto as Appendix II of this RFP. Proposer shall provide a description of experience with such requirements and affirmatively represent and certify that the Proposer shall adhere to the terms and conditions set forth in Appendix II, and any subsequent changes made by HUD.

10.5.8 Standard Clauses for Contracts with HTFC

Due to the fact that the resulting Contract will be between the successful Proposer and HTFC, the Contract shall be governed by [HTFC's Standard Clauses for Contracts](#), hyperlinked herein as Appendix I. Proposer shall provide a description of experience with such requirements, if any, and affirmatively represent and certify that the Proposer shall adhere to the terms and conditions set forth in Appendix I, and any subsequent changes deemed appropriate by HTFC.

10.5.9 Diversity and SDVOB Practices

HTFC Diversity Practices' requirements include, but are not limited to, submission of the following information and HTFC forms: (a) [EEO Staffing Plan, PROC-1](#); (b) [Utilization Form, PROC-2](#) (Diversity and SDVOB utilization); (c) [MWBE & EEO Policy Statement, PROC-4](#); (d) [Company Demographic Profile PROC-7](#); (e) [EEOC Statement, PROC-8](#), applicable to Proposers with 15 or more employees; and (f) [Diversity Practices Questionnaire, PROC-9](#) .

Proposer must provide the following information relating to diversity:

- (i) HTFC is committed to increasing the utilization of MWBE firms. Please share any ideas you may have for joint venture partnerships which would meet the 30% overall MWBE participation requirement of HTFC;
- (ii) If the Proposer is a NYS -certified MWBE firm or is certified as an MWBE by another state, provide documentation evidencing certification. For MWBE firms that are not certified but have applied for certification, provide documentation evidencing the application, including the filing date;
- (iii) If the Proposer is not certified as a MWBE firm by NYS or any other state, include descriptions of the instances, if any, in which the Proposer has worked with MWBE firms on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Responses should include the nature of the engagement, how such arrangement was structured and a description of how the services and fees were allocated; and

- (iv) A statement by the Proposer indicating its willingness to engage in MWBE partnering, subcontracting, or mentoring arrangements with an MWBE firm selected by the Proposer. Such statement should include an explanation of how the Proposer would suggest structuring such an arrangement and allocating services and fees between the firms.

Proposer must provide the following information relating to SDVOBs:

- (a) HTFC is committed to increasing the utilization of SDVOB firms. Please share any ideas you may have for joint venture partnerships which would meet the 6% SDVOB participation requirement of HTFC;
- (b) If the Proposer is a NYS -certified SDVOB firm or is certified as an SDVOB by another state, provide documentation evidencing certification. For SDVOB firms that are not certified but have applied for certification, provide documentation evidencing the application, including the filing date;
- (c) If the Proposer is not certified as a SDVOB firm by NYS or any other state, include descriptions of the instances, if any, in which the Proposer has worked with SDVOB firms on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Responses should include the nature of the engagement, how such arrangement was structured and a description of how the services and fees were allocated; and
- (d) A statement by the Proposer indicating its willingness to engage in SDVOB partnering, subcontracting, or mentoring arrangements with an SDVOB firm selected by the Proposer. Such statement should include an explanation of how the Proposer would suggest structuring such an arrangement and allocating services and fees between the firms.

11. Performance, Evaluation, Selection and Notification

11.1 Preliminary Review

All proposals will be reviewed to determine if they contain all required submittals specified in this RFP. Incomplete proposals may be rejected.

11.2 Selection Process

The selection process will begin with the review and evaluation of each of the written proposals. The purpose of the evaluation is two-fold: (1) to examine the responses for compliance with this RFP; and (2) to identify the Proposer with the highest probability of satisfactorily performing the Scope of Work described herein at a reasonable cost. The evaluation will be conducted in a comprehensive and impartial manner. A Proposal's score will be based on price (30 percent) and a combination of experience, capacity, methodology, and MWBE/SDVOB participation (70 percent).

The submitted proposals will undergo an evaluation process conducted by a HTFC Review Committee. Evaluation of the proposals will take into account the following criteria that includes, but is not limited to:

- Demonstrated capacity to perform the Scope of Work described herein;
- Experience in executing and delivering the inspection services described herein;
- Methodology in executing and delivering the inspection services described herein;
- Fees for inspection services;
- Willingness to partner with a MWBE and SDVOB; and
- Interviews to clarify or expand on the responses (to be conducted at HTFC's discretion).

11.3 Interviews

HTFC reserves the right to determine whether interviews will be necessary and the number of firms to be interviewed. If HTFC deems interviews necessary, interviews will be held during the dates specified in the “*Calendar of Events and Milestones*” section of this RFP. The Proposer’s primary staff person who would be responsible for HTFC’s relationship with the Proposer, as well as other key personnel proposed to provide services, including its subcontractor’s primary staff person, must be present and participate in the interview. The purpose of the interview is to further document the Proposer’s ability to provide the required services, and to impart to HTFC’s Review Committee an understanding of how specific services will be furnished. The interview will be evaluated on the basis of whether it substantiates the characteristics and attributes claimed by the Proposer in its written response to this RFP, and any other information requested by HTFC prior to the interview.

HTFC reserves the right to negotiate or hold discussions with any Proposer.

11.4 Selection and Notification Process

The selected Proposer will be notified via U.S. mail or email. Proposers who are not selected will also be notified of HTFC’s determination via U.S. mail or email.

12. Information relating to Diversity, SDVOBs and Income

12.1 New York State Law

Pursuant to New York State Executive Law Articles 15-A and 17-B, and 5 NYCRR 140-145 for New York State funded contracts, HTFC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified MWBEs, SDVOBs and the employment of minority group members, women and service-disabled veterans in the performance of HTFC contracts. HTFC encourages firms that are certified as MWBE and/or SDVOBs in NYS, or any other city or state, or the federal government, to respond to this RFP.

In 2006, the State of New York commissioned a disparity study to evaluate whether MWBEs had a full and fair opportunity to participate in State contracting. The findings of the study were

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published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("**Disparity Study**"). The report found evidence of statistically significant disparities between the level of participation of MWBEs in State procurement contracting versus the number of MWBEs that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the State-wide certified minority- and women-owned business enterprise program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that HTFC establish goals for maximum feasible participation of New York State certified MWBEs, and the employment of minority group members and women in the performance of New York State contracts.

12.2 Business Participation Opportunities for MWBEs

HTFC is committed to achieving significant MWBE participation in its contracts and will use good faith efforts to ensure that qualified MWBE firms are included in the selection of a firm to provide the Scope of Work, described herein. For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% for MWBE participation, 15% for minority-owned business enterprise ("**MBE**") participation and 15% for women-owned business enterprise ("**WBE**") participation (based on the current availability of qualified MBEs and WBEs).

Proposers that are not MWBEs are strongly encouraged to consider partnering, or making other joint venture arrangements, with certified MWBE firms to achieve the prescribed goals and to give MWBE firms the opportunity to participation in the above-described Scope of Work performed under the Contract awarded to the successful Proposer.

The successful Proposer must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that HTFC may withhold payment pending receipt of the required MWBE documentation. In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and HTFC may withhold payment from the Contractor as liquidated damages.

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.

The directory of NYS MWBEs can be at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. For guidance on how HTFC will determine a Contractor's "good faith efforts," refer to 5 NYCRR§142.8.

HTFC may disqualify a Proposer as being non-responsive under the following circumstances:

- a) If a Proposer fails to submit a Utilization Plan; or
- b) If HTFC determines that the Proposer has failed to document good faith efforts.

The Contractor will be required to submit a [Cumulative Payment Statement](#) report to HTFC by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

12.3 Equal Employment Opportunity Requirements

The Proposer will be required to submit a [Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, PROC-4 Form](#) to HTFC with their bid or proposal.

To ensure compliance with this Section, the Proposer will be required to submit with the bid or proposal an [Equal Employment Opportunity Staffing Plan PROC-1 Form](#), identifying the anticipated work force to be utilized on the Contract, and if awarded a Contract, will, upon request, submit an [Equal Employment Opportunity Workforce Utilization Report](#) identifying the workforce actually utilized on the Contract, via email to Econ.Opportunity@nyshcr.org; provided, however, that a Proposer may arrange to provide such report via a non-electronic method by contacting Ms. Berniesha Coleman, Assistant Contract Administrator at Berniesha.Coleman@nyshcr.org.

Further, pursuant to Article 15 of the Executive Law (the “**Human Rights Law**”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract, or such other actions or enforcement proceedings as allowed by the Contract.

12.4 Business Participation Opportunities for SDVOBs

HTFC is committed to achieving significant SDVOB participation in its contracts and will use good faith efforts to ensure that qualified SDVOB firms are included in the selection process. The SDVOB participation requirements are in addition to, and not instead of, the MWBE utilization requirements. In accordance with NYS Executive Law Article 17-B, the statute governing NYS SDVOB contracting requirements, HTFC hereby establishes a utilization goal of 6% for SDVOB participation. Proposers responding to this RFP, and any subsequent contracts, will be strongly encouraged and expected, to the maximum extent practical and consistent with the legal requirements of NYS law, to use responsible and responsive SDVOBs in the fulfillment of the requirements of the contract that are of equal quality and functionality to those that may be obtained from non-SDVOBs. The successful Proposer must document its good faith efforts to provide meaningful participation by SDVOBs in the performance of the Contract and the

Contractor agrees that HTFC may withhold payment pending receipt of the required SDVOB documentation.

The directory of NYS SDVOBs can be at https://www.ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf .

HTFC may disqualify a Proposer as being non-responsive under the following circumstances:

- a) If a Proposer fails to submit a Utilization Plan; or
- b) If HTFC determines that the Proposer has failed to document good faith efforts.

The Contractor will be required to submit a [Cumulative Payment Statement report](#) to HTFC by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the SDVOB goal of the Contract.

12.5 Section 3 of the Housing & Urban Development Act of 1968

In addition to the above diversity and SDVOB requirements, and pursuant to Section 3 of the Housing and Urban Development Act of 1968, HTFC is committed to ensuring that employment and other economic opportunities generated by HUD’s financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

A “Section 3 resident” is (a) a public housing resident or (b) a low- or very low- income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended.

A “Section 3 business concern” is a business that can provide evidence that they meet one of the following criteria: (1) 51% or more owned by Section 3 residents; or (2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or (3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

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EXHIBITS, APPENDICES and FORMS

- Exhibit A HTFC's [Standard Clauses and Requirements for Solicitations](#), hyperlinked herein
- Exhibit B Cost Proposal Worksheet, attached herein below
- Exhibit C Insurance Requirements, attached herein below
- Exhibit D HUD-2516 Form (form may be downloaded from HUD's website)
- Exhibit E HUD-60002 Form (form may be downloaded from HUD's website)
- Appendix I [HTFC's Standard Clauses for Contracts](#), hyperlinked herein
- Appendix II HUD's Terms and Conditions, attached herein below
- Appendix III Confidentiality Pledge, attached herein below

EXHIBIT A

HTFC's [Standard Clauses and Requirements for Solicitations](#), hyperlinked herein

EXHIBIT B

COST PROPOSAL WORKSHEET

Cost Proposal Worksheet

Name of Proposer:	
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<u>Proposed Inspection Fees</u>	
1. Annual/Initial Inspection Fee:	\$
2. Re-inspection Fee:	\$
3. Emergency Inspection Fee:	\$
4. No-show Inspection Fee:	\$

<u>Projected Annual Cost</u>	
5. Annual/Initial Inspection Fee multiplied by 3,500:	\$
6. Re-inspection Fee multiplied by 2,400:	\$
7. Emergency Inspection Fee multiplied by 50:	\$
8. No show Inspection Fee multiplied by 50:	\$
Total estimated annual cost: (equals sum of lines 5-8)	\$

Signature: _____

Date: _____

INSURANCE REQUIREMENTS

- A. Unless otherwise directed by HTFC, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:
- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits of \$2,000,000 per Occurrence and \$2,000,000 General Aggregate. Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Contractor shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.
 - b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
 - c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
 - d. Worker's Compensation. Covering workers' compensation and employers' liability and disability benefits as required by the State of New York.
- B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.
- C. All insurance shall be primary and non-contributory and shall waive subrogation against HTFC and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by HTFC, which HTFC may withhold, condition or deny in its sole and exclusive discretion.
- D. The Contractor shall provide Certificates of Insurance to HTFC prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits

and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.

- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to HTFC, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. HTFC may, in HTFC's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require HTFC to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by HTFC.

If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to HTFC, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. HTFC may, in HTFC's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require HTFC to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by HTFC.

EXHIBIT D

Exhibit D HUD-2516 Form

(form may be downloaded from HUD's website)

EXHIBIT E

Exhibit E HUD-60002 Form

(form may be downloaded from HUD's website)

APPENDIX I

Appendix I [HTFC's Standard Clauses for Contracts](#), hyperlinked herein

APPENDIX II

FEDERAL PROVISIONS
(to follow this page)

REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”).

GENERAL CONDITIONS

1. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
2. **STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the United States Department of Housing and Urban Development (HUD) Section 8 Housing Choice Program including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
3. **BREACH OF CONTRACT TERMS.** HTFC reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
4. **REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by HTFC. The Contractor shall cooperate with all HTFC efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
5. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and HTFC, in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

6. DEBARMENT, SUSPENSION, AND INELIGIBILITY. The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify HTFC should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

7. CONFLICTS OF INTEREST. The Contractor shall notify HTFC as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that HTFC is able to assess such actual or potential conflict. The Contractor shall provide HTFC any additional information necessary for HTFC to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by HTFC, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by HTFC, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

8. SUBCONTRACTING. The Contractor represents to HTFC that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

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

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

11. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, HTFC shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of HTFC, become HTFC's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to HTFC for damages sustained by HTFC by virtue of any breach of

the contract by the Contractor, and HTFC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due HTFC from the Contractor is determined.

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

HTFC may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by HTFC as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to contracts exceeding \$100,000). The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).

The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon

acceptance of his bid, execute such contractual documents as may be required within the time specified.

- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

15. ACCESS TO RECORDS. HTFC, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

16. MAINTENANCE/RETENTION OF RECORDS. All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract, provided that Section 1 of the Required State Provisions herein is also satisfied.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

17. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. HTFC may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

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

20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

22. NONDISCRIMINATION.

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). HTFC shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)

1. As used in these specifications:
 - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
 - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. “Minority” includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect

to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000). The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by

explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;
 6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Contractor including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the

contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

- E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).

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

- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to HTFC, of its Section 3 compliance efforts to HTFC. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by HTFC. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

26. FAIR HOUSING ACT. Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

LABOR PROVISIONS

27. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts). Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers). The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

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

29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation). The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf.

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to HTFC for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by HTFC, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less

than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by HTFC pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

ENVIRONMENTAL PROVISIONS

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

31. SOLID WASTE DISPOSAL. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);

- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);
- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency (“EPA”) regulations at 40 C.F.R. Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD’s regulations for Responsible Entities implementing the National Environmental Policy Act.

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

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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CONFIDENTIALITY PLEDGE

I, _____], am an employee of _____]doing business as _____] with an office at _____] (the “**Employer**”) and am not an employee of the Housing Trust Fund Corporation (“**HTFC**”)

In the course of my employment with Employer, I will perform certain official duties for HTFC and have executed this Confidentiality Pledge (“**Pledge**”) as of this _____] day of _____, 2017 in order to induce HTFC to allow me to access Data so that I may use such Data in the performance of my official duties for HTFC while an employee of Employer.

“Data”, as used in this Pledge, means any and all records, data, or any other information not generally known to the public belonging to, generated by, provided to me by, or otherwise related to HTFC (whether in written, oral or electronic form), whether of a technical, business or other nature, that I may access, read, become aware of, or otherwise come into contact with in any way in the performance of my official duties for HTFC or for Employer.

1. I will use the Data only as may be required for the performance of my official duties for HTFC, and not for any other purpose.
2. I understand that applicable laws and regulations require HTFC to safeguard the confidentiality of certain information contained in the Data.
3. I will exercise extreme caution to safeguard the confidentiality of the Data and will not release, reveal, publish, or permit the public to obtain access to any portion of the Data without the prior written consent of HTFC.
4. I will exercise extreme caution to safeguard the confidentiality of any password that may be issued by HTFC. I will not permit any person, other than myself (including, but not limited to, any other employee of Employer), to use any such password at any time.
5. I will not attempt to copy any Data (other than as may be required for the performance of my official duties for HTFC) nor will I create any record, public or private, from which any Data could be regenerated.
6. This pledge shall continue indefinitely and shall survive the termination of my employment with Employer and any date on which I may cease to perform any official duties for HTFC.

In addition, in the course of my employment with Employer, I will perform certain official duties for HTFC (“HTFC’s Engagement”). I shall not accept any engagement in conflict with HTFC’s interest in the subject matter of HTFC’s Engagement.

I shall not offer to any employee, member or director of HTFC 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.

In witness whereof, I have executed this Pledge as of the date and year first above written.

[_____], EMPLOYER

Signature

Printed Name

Phone Number

[_____], EMPLOYEE of EMPLOYER

Signature

Printed Name

Phone Number