

CONTRACT FOR SERVICES

THIS AGREEMENT is made and entered into on May 3, 2013 between CGI Federal, Inc., having an office at 100 Great Oaks Blvd., Suite 120 Albany, NY 12203 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, HTFC seeks Contractor services in order to support the development of policies and procedures and related training as well as call center assistance and surge capacity for implementation of the State's Community Development Block Grant Disaster Recovery grant award from the Department of Housing and Urban Development Appropriations Act, 2013(Public Law 113-2);

Whereas, HTFC, pursuant to its Procurement Policy, may determine that a procurement meets the conditions set forth therein for an emergency procurement;

Whereas, HTFC has so determined that the procurement made by this Agreement meets the conditions for an emergency procurement

WHEREAS, the Contractor was selected pursuant to a Statement of Work submitted to HTFC on March 29, 2013;

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

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

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

STIPULATED AND AGREED as follows:

1. **Scope of Services.** The Contractor will provide the services as set forth in Exhibit A (the "Scope of Services"). The Contractor represents that the Contractor has or shall obtain, or cause

to be obtained, all personnel necessary to undertake and provide the Services in a manner satisfactory to HTFC.

2. Period of Agreement. This Agreement shall commence as of April 1, 2013 and terminate on March 31, 2016. HTFC may terminate this Agreement upon notice if it determines that the Contractor has failed to comply with the terms of this Agreement. In addition, either party may, upon thirty (30) days written notice to the other party, terminate this Agreement.

3. Compensation. HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B (the "Budget"). Contractor agrees that in no event will the Contractor be paid more than the cap amounts set forth in each section of the Scope of Services for each particular portion of Services unless authorized in writing by HTFC. The total amount that may be paid under this Agreement is \$ 4,280,000.

4. Payment Process and Accounting Procedures.

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

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

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

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

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

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

5. Supervision of Services.

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

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

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

6. Specific Reporting and Billing Requirements.

(a) The Contractor shall submit bi-weekly reports of services provided and the cost of those services within a reasonable time of its occurrence. The purpose of this report is to assist in monitoring the execution of this Agreement and is not designed to establish the work to be performed in and of itself.

(b) HTFC may redirect the work to be performed, both in terms of the type of work within the terms of the Scope of Services and the amount to be provided in accordance with Section 4 (b) of this agreement.

(c) Payment for all services and expenses shall be made pursuant to original invoices submitted by the Contractor on a monthly basis. Invoices must contain all information required by HTFC and all invoices must be submitted within 60 days of the date of services provided. Payment will be made by direct deposit ("ACH") to the Contractor's bank account pursuant to information obtained from the Contractor on a form to be provided by HTFC.

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

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

Exhibit A

Scope of Services

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

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

CGI FEDERAL, INC.

By: 
Name: Marybeth Carragher
Title: Vice President

HOUSING TRUST FUND CORPORATION


By: 
Name: Matthew Nelson
Title: President, Office of Community Renewal

EXHIBIT A

SCOPE OF SERVICES

In Support of New York State's Action Plan for implementation of the Community Development Block Grant Disaster Recovery Grantees Under the Department of Housing and Urban Development Appropriations Act, 2013

1. Develop policies and procedures related to requirements for the housing and small business programs, including small business programs under the CDBG-DR award but excluding the Recreate NY Home Buyout Program
 - a. Define responsibilities at the state and local level.
 - b. Implement process for ensuring consistent internal and external communications.
 - c. Create a mechanism for tracking and training ongoing changes to the State action plan and resulting policy revisions.
 - d. Conduct reviews validating uniform implementation and execution of policy changes.
 - e. Establish disciplined policy version management system and Policy Library.
 - f. Establish quality assurance methods to ensure accurate and timely compliance.
 - g. Oversee quality assurance program to identify, and mitigate non compliance with approved policies and procedures.
 - h. Provide recommendations for reporting frequency, method of communication, and report standards for program performance and oversight.
 - i. Define metrics that measure progress toward required/desired outcomes of program (i.e. CDBG-DR grant national objectives).
 - j. Select and establish customer service feedback mechanisms, (web, phone, forums, twitter, etc.).
 - k. Define application and appeals process at the state level and monitor uniform implementation and reporting.

Deliverables:

- Written policies and procedures
- Written training materials as well a training session presentation materials

Maximum Compensation: \$ 60,000

2. Provide training on developed policies, procedures and business processes to state, county or sub-recipient levels as it relates to the housing programs, small business grant programs and small business loan programs for the CDBG-DR, excluding the Recreate NY Home Buyout Program. This effort will be ongoing as policies, procedures and business processes change and when performance issues are noted for a particular entity.

Deliverables:

- Platform training delivery and ongoing training as a result of state changes to policies and procedures and or action plan
- Produce modular training content for new staff orientation, staff remediation for sub-recipients and contractors in the housing programs

Maximum Compensation: \$ 100,000

3. Provide Surge Capacity for general operational support for state, county or sub-recipient levels based on need and availability of CGI housing staff for the housing programs, excluding the Recreate NY HOME Buyout Program. CGI will work with HTFC to determine the level of staffing needed and available on a weekly basis.

Deliverables:

- A minimum of 40 CGI staff will be provided to local Long Island service locations identified and agreed to by Long Island Housing Partnership and partners ("LIHP"), HTFC and CGI appropriate for service delivery, safety and properly equipped to deliver minimum application completion assistance. CGI will provide staffing to cover transition period from program announcement to LIHP assumption of front line staffing obligation.
- As per the staffing plan submitted to HTFC on Friday, April 19, 2013, CGI will provide up to 55 on the ground resources for the program implementation on Long Island for initial intake. Following the intake period, CGI will provide 40 or more Case Managers to assist LIHP in the initial eligibility process. In parallel, LIHP will concentrate on establishing the framework for the construction/rehabilitation phases of the program. CGI will make certain temporary staff available to LIHP to hire in order to undertake rehabilitation duties. CGI will update HTFC on an ongoing basis to balance the needs and resources in the delivery of services.

Maximum Compensation: \$ 3,500,000

4. Call Center

- a. Provide HTFC with script and training for six Sandy housing programs,
- b. Provide HTFC with technical assistance to enable the NYS Department of Taxation and Finance ("NYS DTF") call center to achieve an information provision capability on status of application and eligibility requirements across the all six housing programs and small business programs within the CDBG-DR program area.
- c. Provide Call Center capacity management, performance monitoring and customer service program.
- d. Implement issue/complaint recording and resolution tracking system to handle complaints expressed by citizens, applicants or contract service providers.
- e. Provide call center over flow capacity to be triggered by specified call volume defined by NYSDTF call center management. Forwarding/transferring of calls to be initiated by the NYSDTF call center to CGI call center when defined volume

exceeded (assumes the existence of technical capability to receive forwarded call from the NYSDTF call center).

Deliverables:

- Scripts for call response to Sandy housing program inquiries of general and specific application status with the introduction of the Intelligrants system.
- A daily report of call volumes and wait times assessing adequacy of capacity and readjusting staffing levels. CGI will provide weekly reports to NYSDTF management and HTFC personnel and discuss adjustments if required to over-flow capacity triggers.
- A training curriculum designed for call center personnel and updated in accordance with accepted policy changes and state action plan adjustments and/or communications initiated by the Governor's Office.

Maximum Compensation: \$ 560,000.

Technology Deliverable:

- A call log system to capture and track resolution of complaints or issues not appropriate or captured by the Intelligrants application/eligibility/award management system. The system is to be hosted and supported by CGI personnel.

Maximum Compensation: \$ 60,000

The six housing programs identified in in the NYS Action Plan as approved by HUD are:

Recreate NY Smart Home Repair and Reconstruction

Recreate NY Smart Home Resilience

Recreate NY Home Buyout Program

Small Multi-Family Repair and Reconstruction

Small Multi-Family Mitigation

Large Multi-Family Mitigation

Contractor is currently, as of May 3, 2013, using those subcontractors listed below, and will likely continue to add additional subcontractors to this list with written approval as the work of the Contract proceeds.

- Franklin Associates, LLC
- Camp Dresser McKee & Smith
- Joyce Clause Consulting
- Kim Xuan Camacho

EXHIBIT B

BUDGET

Consultant: Hourly range \$ [REDACTED]
Senior Consultant: Hourly range \$ [REDACTED]
Manager: Hourly range \$ [REDACTED]
Director: Hourly range \$ [REDACTED]
Vice President \$ [REDACTED]

Cost of materials reasonable to the needs of the delivery of services and to their cost.

Fees:

\$ [REDACTED] per month for capacity stand-by under Section 4 (e) of Exhibit A.
\$ [REDACTED] per month per seat for the technology deliverable in Section 4 of Exhibit A

The actual value of this Agreement will be determined by the amount of services requested by HTFC over the term of this Agreement.

Authorized travel in connection with site visits or meetings will be reimbursed at rates not to exceed those paid to New York State employees. Travel should be by common carrier wherever practical and Contractor agrees to limit travel by air to instances only when necessary. All other costs and expenses are the responsibility of the Contractor and will not be reimbursed.

Payment for all services and expenses shall be made pursuant to original invoices submitted by the Contractor no more frequently than monthly, unless an alternate schedule is approved, in writing, by HTFC's Office of Corporate Finance. Invoices must contain all information required by HTFC and all invoices must be submitted within sixty days of the date of services provided. Payment will be made by direct deposit ("ACH") to the Contractor's bank account pursuant to information obtained from the Contractor on a form to be provided by HTFC.

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

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

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

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

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

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

Signature of Authorized Representative

Date

Name of Authorized Representative
(Typed or Printed Legibly)

Title

SECTION II (to be completed by Financial Institution)

Name of Financial Institution
Address

Routing Number _____

Account Number _____

Account Type Checking Account Savings Account

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

Signature of Authorized Bank Officer

Date

Title of Authorized Bank Officer

Telephone Number

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641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000**

August, 2011

APPENDIX I

STANDARD CLAUSES FOR CONTRACTS WITH THE

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

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STANDARD CLAUSES FOR AGENCY CONTRACTS

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

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

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

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

3. SUBCONSULTANTS. The Contractor shall not employ, contract with, or use the services of any consultant for the work of this Contract (except such third parties which may be used by the Contractor in the normal course of business, such as couriers,

imaging services, etc.) without obtaining the prior written approval of the Agency or Agencies.

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

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

6. NON-DISCRIMINATION. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Servicer will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

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

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limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

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

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

7. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (1) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Agency or Agencies' contracts and will undertake or continue existing programs of affirmative action to ensure that minority

group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. The Agency or Agencies shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Agency or Agencies shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Agency or Agencies shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

8. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Agency or Agencies. All original

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documents constituting Proprietary Information shall be delivered to the Agency or Agencies by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Agency or Agencies, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Agencies' Senior Vice President and Counsel. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

9. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices submitted for payment for the sale of goods or services or the lease of real or personal property to the Agency or Agencies must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice, must give the reason or reasons why the payee does not have such number or numbers.

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

10. CONTRACTUAL RELATIONSHIP. It is expressly understood that the relationship between the Agency or Agencies and the Contractor is an independent contractual relationship and neither the Contractor, its employees, nor its subcontractors shall be considered employees of the Agency or Agencies for any purpose.

In addition, the Contractor shall execute the Certificate of Interest attached hereto as Exhibit A and incorporated herein. Please refer to the following link on the Agency's web site to view each of the Agency's Prompt Payment Policies at <http://www.nyhomes.org/Forms/Contractinformation.htm> or call the Agencies' Contract Officer at (212) 688-4000.

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

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

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

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

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

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

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

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

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

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

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

22. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to

State Finance Law §§139-j and 139-k, the Agency or Agencies reserves the right to terminate this Contract in the event it is found that the certification filed by the Offeror/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Agency or Agencies may exercise their termination right by providing written notification to the Contractor.

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

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

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

NYS Department of Economic Development,
Division for Small Business
30 South Pearl St - 7th Floor, Albany, New York 12245
Telephone: 518-292-5220 Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St - 2nd Floor, Albany, New York 12245
Telephone: 518-292-5250 Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

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

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

August, 2011

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

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

APPENDIX 2

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

I. General Provisions

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

II. Contract Goals

- A. For purposes of this Agreement, HTFC hereby establishes a goal of 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on this Agreement and achieving the Contract Goals established in section II-A Project Recipient should reference the directory of New York State Certified MBWEs found at the following internet address:
http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp

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

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Agreement. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in this Agreement, such a finding constitutes a breach of contract and Contractor shall be liable to HTFC for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and its subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor and its subcontractors shall submit an EEO policy statement to HTFC with its MWBE Utilization Plan in accordance with HTFC's Office of Fair Housing and Equal Opportunity ("OFHEO") procedures. If Contractor or its subcontractors do not have an existing EEO policy statement, a model statement can be found on HTFC's website.
 3. Contractor's EEO policy statement shall include the following language:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal

employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.
- d. The contractor will include the provisions of sections (a) through (c) of this subsection and paragraph "E" of this section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Agreement.

C. Staffing Plan

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

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

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

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

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

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an ADM- 095B MWBE Utilization Plan either prior to, or at the time of, the execution of this Agreement.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this project pursuant to the prescribed MWBE goals set forth in section II-A of this Appendix.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this Agreement. Upon the occurrence of such a material breach, HTFC shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should refer to OFHEO's Good Faith Efforts Guide on the HTFC website
- B. If Contractor, after making good faith efforts, is unable to comply with MWBE goals, Contractor may submit a Request for Waiver documenting good faith efforts by Contractor to meet such goals. Requests are to be in writing and directed to Wanda Graham, Director, Office of Fair Housing and Equal Opportunity, NYS Homes and Community Renewal, 641 Lexington Avenue, 5th Floor, New York, New York 10022.
- C. If HTFC, upon review of the Utilization Plan and updated Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, HTFC may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form _____) to HTFC by the 10th day following each end of quarter over the term of the Agreement documenting the progress made towards achievement of its MWBE goals.

VII. Liquidated Damages - MWBE Participation

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