CONTRACT FOR SERVICES

THIS AGREEMENT, is made and entered into on June 16, 2014 (“Effective Date”) between ALT Consulting Incorporated with offices located at 2527 East 1st St, Brooklyn, NY 11223 (“Contractor”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”). Each of the foregoing are referred to individually herein as a “Party” and collectively the “Parties.”

WITNESSETH:

WHEREAS, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act as amended (42 U.S.C. § 5121-5207) (the “Stafford Act”), portions of the State of New York (“State”) received major disaster declarations as a result of Hurricane Sandy, Hurricane Irene, and Tropical Storm Lee (the “Storms”);

WHEREAS, the State has received an allocation of Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds from the United States Department of Housing and Urban Development (“HUD”) for the purpose of providing assistance to recover from the Storms;

WHEREAS, HTFC is authorized to administer CDBG-DR funds in the State;

WHEREAS, HTFC seeks Contractor services in order to assist HTFC in administering these funds (Exhibit A) (also referred to herein as the “Scope of Services”);

WHEREAS, the Contractor is engaged in the business of providing the types of services set out in the Scope of Services of this Agreement;

WHEREAS, HTFC and Contractor desire to enter into this Agreement, under which Contractor shall provide all or some portion of the above-referenced Scope of Services pursuant to this Agreement and a relevant task order(s) (“Task Order(s)”) (“Services”);

WHEREAS, HTFC is the signatory to this Agreement, the Governor’s Office of Storm Recovery (“GOSR”) and its representatives shall administer the day-to-day activities and operations set forth herein and in any Task Order(s); and

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. **General Obligations of the Contractor.**

   (a) This Agreement incorporates by reference as if set forth herein the Contractor’s proposal dated June 12th, 2014 and any subsequently submitted documents, communications and representations ("Proposal Documents") utilized by HTFC/GOSR in evaluating the Contractor for award of this Agreement.

   (b) This Agreement sets forth the general terms and conditions governing the entire Scope of Services (**Exhibit A**) that HTFC/GOSR may seek and the actual Services obligated by HTFC pursuant to a properly executed Task Order. This Agreement alone does not obligate compensation to be paid by HTFC or Services to be performed the Contractor. Services and compensation for such Services shall only be obliged upon the proper and complete execution of a Task Order.

   (c) The Contractor shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision, including the regulations governing CDBG-DR funds and the requirements for contracting with the State of New York. Some, but not all, of the requirements are incorporated by references in Appendix I – III. Any failure by the Contractor to thoroughly familiarize itself with and understand such matters shall not relieve the Contractor of its obligations under this Agreement or any Task Order hereunder.

   (d) The Contractor shall perform the Services contained in any Task Order in a diligent, safe, and workmanlike manner that conforms to generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services. The Contractor will perform work under this contract by competent personnel under the management, supervision, and direction or employment of, the Contractor.

   (e) The Contractor shall commit adequate resources to perform the Services.
2. **General Obligations of HTFC/GOSR.**

   (a) HTFC agrees to compensate the Contractor for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the cognizant Task Order and at the rates established in Exhibit B (also referred to herein as the “Fee Schedule”). Contractor agrees that in no event will HTFC pay the Contractor more than $50,000 (“Total Fee”) for the Services under all Task Orders under this Agreement. The Contractor under no circumstances shall exceed the Total Fee without a properly and fully executed modification placed against this Agreement. HTFC will not be obligated to remit payment to the Contractor for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Contractor shall not be obligated to continue performance if to do so would cause the Contractor’s fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

   (b) HTFC/GOSR 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) Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with the Contractor. The Contractor shall not restrict HTFC from contracting with other entities for any or all of the Services contained in the Scope of Services.

3. **Task Order Contract.** All Services and compensation shall be obligated pursuant to a Task Order, which shall include: 1) a Statement of Work that will set forth the specific Services and quantity of such Services; and 2) the compensation and payment schedule of such compensation based upon the fees set forth in the Fee Schedule at Exhibit B. Contractor agrees that in no event will the contractor be paid more than $50,000.00 for the services unless authorized in writing by HTFC.

4. **Period of Agreement.** This Agreement shall commence as of the Effective Date and shall terminate one (1) year from the Effective Date. Any extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement, as provided for in Appendix II. If the Agreement is not modified, unless otherwise instructed by HTFC, by the end of the period of the Agreement, Contractor shall deliver any and all Property belonging to HTFC to a location designated by HTFC/GOSR. In addition, the Contractor, at no
additional cost, shall: (a) cooperate fully at the direction of HTFC/GOSR in the orderly
transition of the Services to its successor; and (b) undertake the orderly cessation of the Services.
For the purposes of this provision, “Property” means all tangible and real property owned or
leased by HTFC. HTFC property includes both HTFC/GOSR-furnished and Contractor-acquired
property. HTFC property includes material, equipment, special tooling, special test equipment,
and real property. Intellectual property shall be governed by Appendix I, Article 8.

5. **Contractor Representations and Warranties.** The Contractor represents, covenants and
warrants that:

(a) The Contractor is a company in good standing and qualified to carry on business
in the State of New York and has the approval, capacity, and authority to enter into this
Agreement and to perform the obligations of the Contractor under this Agreement;

(b) This Agreement does not in any way conflict with any other agreements of the
Contractor;

(c) The Contractor possesses the business, professional, and technical expertise, and
training required to perform the Services;

(d) The Contractor has or shall obtain, or cause to be obtained, all personnel
necessary, with appropriate education, experience and expertise, to undertake and provide the
Services in a manner satisfactory to HTFC/GOSR.

(e) The Contractor possesses the equipment, facilities, and employees to perform the
obligations under this Agreement;

(f) The Contractor and/or its facilities, employees, or agents, have been issued, as of
the date of this Agreement and throughout the term of the Agreement, all material permits,
licenses, certificates, or approvals required by applicable Law necessary to perform the Services;
and

(g) That all documents, including, but not limited to, invoices, billings, back-up
information for invoices, and reports submitted by the Contractor to HTFC/GOSR in connection
with the Services are complete and accurate to the best of the knowledge of the Contractor. The
Contractor represents that HTFC/GOSR, for whatever purpose, may rely upon all such
documents and the data therein as being complete and accurate. The Contractor agrees to
promptly notify HTFC/GOSR upon discovery of any instances where the Contractor becomes aware of any discrepancies in relation to documents under this Section.

6. **Inspection & Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this Agreement. HTFC/GOSR reserves the right to inspect or test any deliverables or Services that have been tendered for acceptance. HTFC/GOSR may require repair or replacement of nonconforming Services at no increase in compensation. If repair/replacement or reperformance will not correct the defects or is not possible, HTFC/GOSR may seek an equitable price reduction or adequate consideration for acceptance of nonconforming Services. HTFC/GOSR must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

7. **Payment Process and Accounting Procedures.**

   (a) Payment for all Services shall be made in United States currency.

   (b) Payment will be made upon receipt of an accurate and complete invoice from the Contractor for Services rendered, in conformance with the Task Order’s payment schedule.

   (c) HTFC/GOSR reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.

   (d) Except as may be specifically provided in the Task Order, 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.

   (e) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized by HTFC) to

   Housing Trust Fund Corporation  
   Hampton Plaza  
   38-40 State Street  
   Albany, NY 12207

An invoice must include—

   i. Name and address of the Contractor;
ii. Invoice date and number;

iii. Task Order number;

iv. Description of Services, quantity of Services, unit or rate of measure of the items delivered;

v. If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

vi. Terms of any discount for prompt payment offered;

vii. Name and address of official to whom payment is to be sent;

viii. Name, title, and phone number of person to notify in event of defective invoice; and

ix. Additional information as reasonably required by HTFC/GOSR.

(f) All amounts paid by HTFC to the Contractor are subject to audit by HTFC/GOSR, as set forth in Section 10 of this Agreement.

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

(h) 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.

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

(j) HTFC's payment of all or a part of an invoice shall neither relieve the Contractor of any of its obligations under this Agreement nor constitute a waiver of any claims by HTFC.

8. Termination of Agreement.

(a) Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, HTFC shall
thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Agreement shall, at the option of the 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 Agreement 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.

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

(c) Upon termination of this Agreement, the Contractor, at no additional cost, shall:
(a) cooperate fully at the direction of HTFC in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services.


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

(b) The Contractor will cooperate with HTFC/GOSR at all times during the performance of Services and promptly study and act upon, as is commercially reasonable, all HTFC/GOSR recommendations and proposals.

(c) The Contractor shall cooperate with HTFC/GOSR in promptly completing and submitting all documents and records required by HTFC/GOSR or other authorized representative of the State of New York and otherwise comply with all applicable orders, administrative rules, regulations and procedures of HTFC/GOSR for the proper administration of the Services.
10. **Audit and Inspection Rights.** HTFC’s/GOSR’s access to records, audit and inspection rights are subject to the provisions set forth in Appendices I and II. Notwithstanding the time periods set forth therein, Contractor shall maintain all records connected with this Agreement for a period of at least six (6) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later.

11. **Indemnity & Insurance.**

   (a) **Indemnity:** Contractor shall and hereby agrees to hold harmless, defend (with counsel acceptable to HTFC) and indemnify HTFC and each and all of its successors, affiliates, or assigns, and any of any of their employees, officers, directors, attorneys, consultants, agents, directors, officers, managers, and affiliates, from and against any and all damages, costs, attorneys’ fees, claims, expenses, injuries, property damage, causes of action, violations of law, violations of this Agreement, and losses of any form or nature arising from or related to the conduct of Contractor in the performance of the efforts called for in this Agreement. This indemnity shall expressly include, but is not limited to, the obligation of Contractor to indemnify and reimburse HTFC for any and all attorneys’ fees and other litigation or dispute resolution costs incurred or to be incurred in HTFC’s enforcement of this Agreement or any portion thereof against Contractor or otherwise arising in connection with Contractor’s breach, violation, or other non-compliance with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

   (b) **Insurance:** Contractor shall procure and maintain without interruption, at its sole cost and expense, insurance of the type, and with limits and deductibles, as follows:

      i. **Commercial General Liability Insurance.** Providing both bodily injury (including death) and property damage insurance in a limit not less than Two Million Dollars ($2,000,000) aggregate and One Million Dollars ($1,000,000) per occurrence. Such insurance is to be written on an occurrence basis. HTFC shall be named as an additional insured.
ii. **Worker’s Compensation.** Covering employers’ liability and disability benefits as required by the State of New York.

The Contractor shall provide Certificates of Insurance to HTFC prior to the commencement of work.

12. **Assignment and Subcontracting.**

(a) The Parties’ rights regarding assignment and subcontracting are subject to terms of Appendix II. The right to assign this Agreement or subcontract any of the Services under a Task Order to this Agreement is generally prohibited without prior written approval of HTFC.

(b) Any change of control by the Contractor, shall be deemed an assignment that requires prior written consent. A “change of control” includes any merger, consolidation, sale of all or substantially all of the assets or sale of a substantial block of stock of the Contractor.

(c) As part of any subcontract hereunder, after Contractor receives written approval, the Contractor must incorporate the terms of this Agreement in its subcontract so that the terms apply in the same manner and with the same effect as set forth in this Agreement and Task Orders hereunder. If the Contractor does subcontract out any portion of the Services, after notice and consent are given, nothing contained in this Agreement or otherwise, shall create any contractual relationship between HTFC and the Contractor’s subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to HTFC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

(d) The Contractor’s obligation to pay its subcontractors is an independent obligation from HTFC’s obligation to make payments to the Contractor. As a result, HTFC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

13. **Compliance with Law.**

(a) The Contractor shall comply with all Law applicable to this Agreement and the Services performed hereunder.
(b) The Contractor shall promptly notify HTFC in writing upon discovery of any failure, or any allegation of any failure, of the Contractor to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.

(c) Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.


(a) Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased.

"Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects preventing safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time.

(b) Calendar Days. Any reference to the word “day” or “days” herein shall mean calendar day or calendars days, respectively, including weekends and Federal Holidays unless otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.

(c) No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction or any party in connection therewith.

(d) Authorization. The Contractor, or the representative(s) signing this Agreement on behalf of the Contractor, represents and warrants that the Contractor has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the
representatives signing this Agreement, have the authority to execute this Agreement on behalf of the Contractor and to bind the Contractor to its contractual obligations hereunder.

(e) Survivability. Notwithstanding any other provisions of this Agreement or a Task Order hereunder, or any general legal principles to the contrary, any provision of this Agreement, including all Appendices, exhibits, Task Orders, modifications and any other related Agreement document that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Agreement.

(f) Notices. Notwithstanding the Notice requirements in Appendix II, all notices and other communications given hereunder shall be 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:

(i) if to the CONTRACTOR, as follows:

Leo Dikstein, President of ALT Consulting Incorporated
2527 East 1st Street
Brooklyn, New York 11223

and (ii) if to HTFC, to the attention of and at the following address:

HTFC/GOSR
Attn: Lisa Bova-Hiatt
General Counsel
Governor's Office of Storm Recovery
25 Beaver Street
New York, NY 10004

(g) Order of Precedence. This Agreement and all attachments and exhibits hereto, and all referenced documents, constitute the entire agreement between the Parties with respect to the matters herein, and integrates, merges, and supersedes all prior negotiations, representations, or agreements relating thereto, whether written or oral, except to the extent they are expressly incorporated herein. The provisions of this Agreement and the accompanying document shall be construed and interpreted as consistent whenever possible. Unless otherwise stated elsewhere in
this Agreement, any conflicts in this Agreement and the accompanying documents shall be resolved in accordance with the following descending order of precedence:

i. Appendix I – HUD General Provisions

ii. Appendix II – Standard Clause for all HTFC Contracts

iii. Appendix III – Diversity Forms

iv. Appendix IV – Construction Related Terms and Forms (if applicable)

v. The applicable Task Order

vi. This Agreement

vii. Exhibit A – Scope of Services

viii. Exhibit B – Fee Schedule

ix. Proposal Documents

x. Exhibit C – Designation of Depository for Direct Deposit of HTFC Funds

xi. Exhibit E – Additional Insurance Requirements
IN WITNESS WHEREOF, the Parties executed this Agreement on the day and year first above written.

ALT Consulting Inc.

By: __________________

Name: Leo Dikstein
Title: President
Date: 7/14/14

HOUSING TRUST FUND CORPORATION

By: __________________

Name: Seth Diamond
Title: Program Director
Date: 8/5/14

This contract has been approved by Grantee’s Counsel as to form and its Treasurer as to fiscal sufficiency.
EXHIBIT A

SCOPE OF SERVICES

1. Project Overview: GOSR is seeking a developer that will be responsible for programming the portion of the system that will establish vendors in the system, capture their invoices, the approval process of the vendors and the invoices, and generate the draws / payment forms in order to pay on the invoices. Additionally, the developer will be expected to work closely with other team members to provide assistance in all the functionality of the system.

2. The scope of work includes two phases:
   - Requirements Assessment Phase (1 month) – This phase involves elaboration of the existing requirements and design documentation and expanding on these based on requirements collected from end users
   - Implementation Phase (remainder of the contract) – This phase involves the development of code, testing, through release of the application

3. Key Tasks and Deliverables include:
   - Importation of all invoices, sub agreements, draws and supporting data for ALL Programs into one central repository database.
   - Reporting and tracking (similar to what we do in IMA and Infrastructure), ability to quickly construct aggregates and reports which can be used internally and externally
   - Generation of Export files to upload to HTFC
   - Generation of Export files to DRGR
   - Electronic approval workflow for signature approval for contracts and agreements and invoices

Exhibit A – Scope of Work No. 1
EXHIBIT B
FEE SCHEDULE

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Schedule of Payments

Payments will be made to the ALT Consulting Inc. based on the frequency invoices are received by the contractor. The contractor should submit their invoice to HTFCInvoices@hcr.intranet. HTFC recommends that the contractor submit invoices to HTFC at on a monthly basis. HTFC will process and pay the invoice within 30 days of receipt of the invoice.

Contractor agrees that in no event will the contractor be paid more than $50,000.00 for the services unless authorized in writing by HTFC.

Exhibit B – Fee Schedule No. 1
APPENDICES

for

Contracts

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

HUD General 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").

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 Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), 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

The State 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 the State. The Contractor shall cooperate with all State efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 24 C.F.R. §§ 85.40-41 (or 84.50-52, if applicable) and 570.507.

5. ACCESS TO RECORDS

The State, the U.S. Department of Housing and Urban Development, 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.

GOSR-1 (revised 6/2014)
6. **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.

7. **SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

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:

(i) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

(iii) 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;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises; and

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

8. **RIGHTS IN DATA**

(a) **Definitions.** As used in this clause—

*Computer database or database* means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

*Computer software:* (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled; and (2) Does not include computer databases or computer software documentation.
Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

Limited rights means the rights of HTFC in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

Restricted rights, as used in this clause, means the rights of the HTFC in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

Technical data, means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

Unlimited rights means the rights of HTFC to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, HTFC shall have unlimited rights in: (i) Data first produced in the performance of this contract; (ii) Form, fit, and function data delivered under this contract; (iii) Data delivered under this contract (except for restricted QOSR-1 (revised 6/2014)
computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to: (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause; (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause; (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright.

(1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of HTFC, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of HTFC is required to assert copyright in all other data first produced in the performance of this contract; (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of HTFC sponsorship (including contract number); (iii) For data other than computer software, the Contractor grants to HTFC, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of HTFC. For computer software, the Contractor grants to HTFC, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of HTFC.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of HTFC, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor: (i) Identifies the data; and (ii) Grants to HTFC, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, HTFC shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. HTFC will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the
Contractor in the performance of this contract, except: (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations); (2) As expressly set forth in this contract; or (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by HTFC.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, HTFC may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings: (i) HTFC will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings; (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by HTFC for good cause shown), HTFC shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions; (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, HTFC will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If HTFC determines that the markings are authorized, the Contractor will be so notified in writing. If HTFC determines, with concurrence of the head of the contracting activity, that the markings are not authorized, HTFC will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of HTFC’s decision. HTFC will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by HTFC’s determination becoming final (in which instance HTFC will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent HTFC’s action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of HTFC removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.
(1) Data delivered to HTFC without any restrictive markings shall be deemed to have been furnished with unlimited rights. HTFC is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside HTFC, the Contractor may request, within 6 months (or a longer time approved by HTFC in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. HTFC may agree to do so if the Contractor: (i) Identifies the data to which the omitted notice is to be applied; (ii) Demonstrates that the omission of the notice was inadvertent; (iii) Establishes that the proposed notice is authorized; and (iv) Acknowledges that HTFC has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, HTFC may: (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall: (i) Identify the data being withheld; and (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to HTFC shall be treated as limited rights data and not restricted computer software.

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to HTFC under this contract. If a subcontractor refuses to accept terms affording HTFC those rights, the Contractor shall promptly notify HTFC of the refusal and shall not proceed with the subcontract award without authorization in writing from HTFC.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to HTFC under any patent or be construed as affecting the scope of any license or other right otherwise granted to HTFC.

9. 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).

10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

11. **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.

12. **SECTION 504 OF THE REHABILITATION ACT OF 1973**


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.

13. **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.

14. **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.

15. **CONFLICTS OF INTEREST**

The Contractor shall notify the State 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 defined at 2 C.F.R. Part 215 and 24 C.F.R. § 85.36 (or 84.42, if applicable)). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State is able to assess such actual or potential conflict. The Contractor shall provide the State any additional information necessary for the State to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the State, 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.
16. **SUBCONTRACTING**

When subcontracting, the Contractor shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a *brand name* product instead of allowing an *equal* product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

The Contractor represents to the State 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 HUD General 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 flowdown such terms to all lower-tiered subcontractors.

17. **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 the State.

18. **INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the State 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.

19. **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 GOŠR-1 (revised 6/2014)
the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 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.

20. 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.

21. DAVIS-BACON ACT
(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).

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.

22. 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, the State 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 the State, become the State’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 the State for damages sustained by the State by virtue of any breach of the contract by the Contractor, and the State may withhold any payments to the Contractor for
the purpose of set-off until such time as the exact amount of damages due the State from the Contractor is determined.

23. **TERMINATION FOR CONVENIENCE** (Applicable to contracts exceeding $10,000)

The State 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 the State as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

24. **SECTION 503 OF THE REHABILITATION ACT OF 1973**
(Applicable to contracts exceeding $10,000)


Equal Opportunity for Workers With Disabilities

1. 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:

   i. Recruitment, advertising, and job application procedures;

   ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

   iii. Rates of pay or any other form of compensation and changes in compensation;

   iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

   v. Leaves of absence, sick leave, or any other leave;

   vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;

   vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

   viii. Activities sponsored by the contractor including social or recreational programs; and

   ix. Any other term, condition, or privilege of employment.
2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. 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.

4. 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).

5. 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.

6. 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. **EXECUTIVE ORDER 11246**

(Applicable to construction contracts and subcontracts exceeding $10,000)


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

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

G. In the event of the Contractor's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

H. Contractor shall incorporate the provisions of A through G above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

26. **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 equal opportunity clause of this contract.

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

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 equal opportunity 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).

27. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(Applicable to contracts exceeding $100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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

A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (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 paragraph (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.

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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 that all subrecipients 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 section 1352, title 31, U.S. Code. 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.

29. 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:

(1) 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.

(2) 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.

(3) 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.

30. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
(Applicable to construction contracts exceeding $100,000)

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

B. The parties to this contract agree to comply with HUD's regulations in 24 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, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 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).
APPENDIX II

STANDARD CLAUSES FOR CONTRACTS WITH THE

HOUSING TRUST FUND CORPORATION

NEW YORK STATE HOUSING FINANCING AGENCY
STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
(individually or collectively, “Agency” or “Agencies”)
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 "Contract" herein refers to any party other than the State of New York ("State"), whether a contractor, licensor, licensee, lessor, lessee or any other party):

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

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

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

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

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

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

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

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

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

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

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

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

(a) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce 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, upgrading, 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, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

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

Please refer to the following link on the Agency’s web site to view each of the Agency’s Prompt Payment Policies at [http://www.nyshcr.org/Agency/HTFC/Publications/PromptPaymentReport2012.pdf](http://www.nyshcr.org/Agency/HTFC/Publications/PromptPaymentReport2012.pdf) or [http://www.nyshcr.org/AboutUs/Procurement/Contractinformation.htm](http://www.nyshcr.org/AboutUs/Procurement/Contractinformation.htm).

11. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Contractor and the Agency or Agencies with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix I, the terms of this Appendix I shall control.
HOUSING TRUST FUND CORPORATION
38-40 STATE STREET, ALBANY, NEW YORK 12207

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

April, 2013

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

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

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

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

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

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

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

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

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

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

22. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Agency or Agencies reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Agency or
23. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

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

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

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

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

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

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

26. **SUSPENSION OF WORK (for Non-Responsibility).** The Agencies reserve the right to suspend any or all activities under this Contract, at any time, when the Agency discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Agencies issue a written notice authorizing a resumption of performance under the Contract.
27. **Termination (for Non-Responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency staff, the Contract may be terminated by the Agencies at the Contractor's expense where the Contractor is determined by the Agencies to be non-responsible. In such event, the Agencies may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.
APPENDIX III

DIVERSITY FORMS
APPENDIX III

DIVERSITY FORMS

SECTION 1: HUD
**Section 3 Summary Report**  
Economic Opportunities for Low- and Very Low-Income Persons

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**Part I: Employment and Training**  
(Include New Hires in columns E & F.)

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<td><strong>% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents</strong></td>
<td><strong>% of Total Staff Hours for Section 3 Employees and Trainees</strong></td>
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**Program Codes**

1 = Flexible Subsidy  
2 = Section 202/811  
3 = Public/Indian Housing  
4 = Homeless Assistance  
5 = HOME  
6 = HOME-State Administered  
7 = CDBG-Entitlement  
8 = CDBG-State Administered  
9 = Other CD Programs  
10 = Other Housing Programs

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form HUD-60902 (5/2001)  
ref 24 CFR 135
Part II: Contracts Awarded

1. Construction Contracts:
   A. Total dollar amount of all contracts awarded on the project
   B. Total dollar amount of contracts awarded to Section 3 businesses
   C. Percentage of the total dollar amount that was awarded to Section 3 businesses
   D. Total number of Section 3 businesses receiving contracts

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

Part III: Summary

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

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

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

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

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

☐ Other; describe below

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 2 U.S.C. 1701u., mandates that the Department ensure that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool. The data is entered into a data base and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-130 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.
Form HUD-60002, Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any public and Indian Housing programs that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to recipients of housing and community development assistance in excess of $200,000 expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to contracts and subcontracts in excess of $100,000 awarded in connection with the Section 3-covered activity.

Form HUD-60002 has three parts which are to be completed for all programs covered by Section 3. Part I relates to employment and training. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E, and F) or the number of new hires utilized on the Section 3 covered project (columns B, C, and F). Part II of the form relates to contracting, and Part III summarizes recipients' efforts to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit two copies of this report to the local HUD Field Office. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.

HUD Field Office: Enter the Field Office name forwarding the Section 3 report.

1. Recipient: Enter the name and address of the recipient submitting this report.

2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.

3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.

4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.

6. Reporting Period: Indicate the time period (months and year) this report covers.

7. Date Report Submitted: Enter the appropriate date.

Submit two (2) copies of this report to the HUD Field Office of Fair Housing and Equal Opportunity, Program Operations and Compliance Center Director, at the same time the performance report is submitted to the program office. For those programs where such a report is not required, the Section 3 report is submitted by January 10. Include only contracts executed during the reporting period specified in item 8. PHAs/HMs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given in section 3(b)(2) of the United States Housing Act of 1937. Low-income persons mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high- or low-income persons. Very low-income persons mean low-income families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
APPENDIX III

DIVERSITY FORMS

SECTION 2: HTFC
### EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

**Submit with Bid or Proposal - Instructions on Page 2**

<table>
<thead>
<tr>
<th><strong>Submit Completed with Bid or Proposal</strong></th>
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<tbody>
<tr>
<td><strong>Name and Title of Preparer (Print or Type):</strong></td>
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<td><strong>Preparer by (Signature):</strong></td>
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<th><strong>Total Workers</strong></th>
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<td><strong>Service Employees</strong></td>
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<td><strong>Skilled Craft Workers</strong></td>
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<td><strong>Office/Clerical Workers</strong></td>
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<td><strong>Professionals</strong></td>
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<td><strong>Total EEO Job Category</strong></td>
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**Report Includes:**
- **Subcontractor's Name**
- **Officer's Name**
- **Officer's Address**

**Contractor**

**Employer Name:**

**Address:**

**Program Name:**

**Programmer:**

**Programmer:**

**Programmer:**
ALL FORMS ARE ATTACHED BELOW

shall be payable if Director renders a decision in favor of the Corporation.

Division of Minority and Women Business Development

expiration of such sixty (60) day, the Contractor has filed a complaint with the Director of the
the Corporation within sixty (60) days after they are assessed by the Corporation unless prior to the
identified sums have not been withheld by the Agency, Contractor shall pay such Liquidated Damages in
C.

In the event a determination has been made which requires the payment of Liquidated Damages and such

Contractor.

1. All sums identified for payment to MWBEs and the Contractor achieved the subcontracted MWBE goals.

D. Such Liquidated Damages shall be calculated as an amount equaling the difference between:

2. All sums actually paid to MWBEs for work performed or materials supplied under the
VII. Quarterly WBWE Participation Report

WBWE Participation Goals

(a) Reports should be submitted by email to: WBWE-EDC/CP@stlrnrco.m.nr.gov.

(b) Reports should be submitted by email to: WBWE-EDC/CP@stlrnsrco.m.nr.gov.

(c) Reports should be submitted by email to: WBWE-EDC/CP@stlrnrco.m.nr.gov.

(d) Reports should be submitted by email to: WBWE-EDC/CP@stlrnsrco.m.nr.gov.

(e) Reports should be submitted by email to: WBWE-EDC/CP@stlrnrco.m.nr.gov.

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(m) Reports should be submitted by email to: WBWE-EDC/CP@stlrnrco.m.nr.gov.

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(z) Reports should be submitted by email to: WBWE-EDC/CP@stlrnrco.m.nr.gov.
D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal, State and constitutional non-discrimination provisions, Country and or subcontractors shall not discriminate against any employee or applicant for employment for any reason in connection with the performance of the Contract. In furtherance of the above, Contractor may not be able to explain the workforce utilized in the subject line frame, not limited to work specifically under the Contract.

2. The work force shall be completed by Contractor and any subcontractor performing work for Contractor. These reports shall be submitted to the New York City Equal Employment Opportunity Commission’s Workforce Utilization Program ("Workforce Report") and shall be submitted by e-mail to: "NYCEEO@NYCEDC.COM".

3. The Workforce Utilization Report must be submitted to the NYCEEO Office of the Commissioner of Labor, 75 Pearl Street, New York, NY 10278. The report shall be submitted no later than the end of the calendar year in which the work was performed.

C. From PRO-1-2, "Primary Employment Utilization Report ("Workforce Report")".

To ensure compliance with this section of the Contract, the Contractor shall prepare a staffing plan and document the composition of the proposed workforce to be utilized in the performance of the Contract. The staffing plan shall include the hiring of both women and men and provide for a reasonable mix of work force categories, including women and men, people with disabilities, and the handicapped.

If the proposed workforce is to be utilized in the performance of the Contract, the Contractor shall submit a staffing plan and document the composition of the proposed workforce to be utilized in the performance of the Contract. The staffing plan shall include the hiring of both women and men and provide for a reasonable mix of work force categories, including women and men, people with disabilities, and the handicapped.

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The Contractor shall not discriminate against employees or applicants for employment on the basis of race, color, national origin, sex, or disability or on the basis of age.

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D. For purposes of providing meaningful participation by MWEs, on this Contract, and

MBE and WBEs.

II. Contract Goals

A. For purposes of this Procurement, the Corporation hereby establishes an overall goal of 20%

MBE and WBEs.

B. Contractor agrees, in addition to any other non-disparagement provision of the Contract, and at

property reasonable and reasonable.

Housing Trust Fund Corporation

FOR CONTRACTORS WITH

Requirements and Procedures

Participation by Minority Group Members and Women
PROA (Revised 12/2013)

Page 2

Male (M) or Female (F) •

GENDER

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

VETERAN •

is required to have an permanent or

any person who:

DISABLED INDIVIDUAL •

has a physical or mental impairment that substantially limits one or more major life activity(ies)

OTHER CATEGORIES

NATIVE AMERICAN/ALASKAN NATIVE •

a person having origins in any of the original peoples of North America, who maintains cultural identification through

ISLANDER •

a person having origins in any of the original peoples of the Near East, South Asia, the Indian subcontinent of the Pacific Islands.

ASIAN PACIFIC •

a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

HISPANIC •

BLACK •

a person of African ancestry who was living in any of the black racial groups of the original people of Africa.

WHITE •

a person having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Persons should be included in more than one Race/Ethnic group. The Race/Ethnic categories for this survey are:

Race/Ethnic Identification

8. Enter the name, title, phone number and mailing address of the person completing the form. Sign and date the form in the designated boxes.

7. Enter the name, title, phone number and mailing address of the person completing the form. Sign and date the form in the designated boxes.

6. Enter the name, title, phone number and mailing address of the person completing the form. Sign and date the form in the designated boxes.

5. Enter the name, title, phone number and mailing address of the person completing the form. Sign and date the form in the designated boxes.

4. Enter the name, title, phone number and mailing address of the person completing the form. Sign and date the form in the designated boxes.

3. Enter the name, title, phone number and mailing address of the person completing the form. Sign and date the form in the designated boxes.

2. Enter the name, title, phone number and mailing address of the person completing the form. Sign and date the form in the designated boxes.

1. Enter the name, title, phone number and mailing address of the person completing the form. Sign and date the form in the designated boxes.

General Instructions: All Offices and each subcontractor identified in the bid or proposal must complete an EEO Stamping Plan and submit it as part of the bid or proposal.
### Request for Waiver Form

For Agency Use Only

Date: 07/14/19

- **Waiver Granted**: WBE: YES  MBE: YES  WBE Code: 20012A
- **Total Waiver**
- **Conditional Waiver**
- **Penal Waiver**
- **Notice of Deficiency Issued**

**Contractor**: LEO DIETZ

**Email Address**: [Redacted]

**Name and Title of Proposer (Printed or Typed)**: [Redacted]

**Certificate of Non-Compliance and/or Termination of the Contract**

1. **WBE Waiver** - A waiver of the WBE goal for this procurement is required. Total Partial
2. **MBE Waiver** - A waiver of the MBE goal for this procurement is required. Total Partial
3. **Conditional Waiver** - Check here if subcontractors or suppliers of contractor are not certified WBE, but an application for certification has been filed with Empire State Development Corporation.

**Contract is Requiring M/WBE Participation pursuant to the M/WBE requirements set forth under the contract**: [Redacted]

**M/WBE Goals**: WBE % 0  MBE % 0

**M/WBE Goals**: 20012A

**City, State, Zip Code**: BPOO12A, NY 11203

**Address**: [Redacted]

**Contractor's Name**: [Redacted]

**Federal Identification No.**: [Redacted]

**Organization/Contractor No.**: [Redacted]

**Instructs**: See page 2 of this attachment for requirements and document submission instructions.
Note

1. Copy of notice of application received by Empire State Development (ESD).

11. Copy of notice of application received by Empire State Development (ESD).

12. Nondisclosure of any applications, requests, and other documents or information requested to be submitted to the contractor cannot be submitted with the request.

13. The request for a waiver must be accompanied by documentation for terms 11, 12, and 13.

14. When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be submitted along with the request.

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT

MWBE AND EEO POLICY STATEMENT

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

MWBE

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

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

EEO

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

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

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

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

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

Agreed to this 14 day of July 2014

By
Print: Leo Dikstein Title: President
is designated as the Minority Business Enterprise Liaison

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

**M/WBE Contract Goals**

20% Minority and Women’s Business Enterprise Participation

10% Minority Business Enterprise Participation

10% Women’s Business Enterprise Participation

**EEO Contract Goals**

___% Minority Labor Force Participation

___% Female Labor Force Participation
OTHER CATEGORIES

NATIVE AMERICAN/ALASKAN NATIVE

NATIVE INDIAN (NATIVE AMERICAN)

ISLANDER

ALASCA

ASIAN & PACIFIC ASIAN

HISPANIC

BLACK

WHITE

For this survey, the following definitions are used:

FOR THIS SURVEY, THE FOLLOWING DEFINITIONS ARE USED:

RACE/ETHNIC IDENTITY

Box or check the appropriate box to indicate if the work force being reported is for the contract or subcontractor.

Instructions for Completing the Form:

Support a copy of the previously submitted report indicating no change with the date and reporting period updated.

Support a copy of the previously submitted report indicating no change with the date and reporting period updated.

NATIVE AMERICAN/ALASKAN NATIVE

NATIVE INDIAN (NATIVE AMERICAN)

ISLANDER

ALASKA

ASIAN & PACIFIC

HISPANIC

BLACK

WHITE

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NATIVE AMERICAN/ALASKAN NATIVE

NATIVE INDIAN (NATIVE AMERICAN)

ISLANDER

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<th>Contract Type</th>
<th>Work Location</th>
<th>Goal/Deadline Amount</th>
<th><strong>WBE</strong></th>
<th><strong>MBE</strong></th>
<th><strong>VBE</strong></th>
<th><strong>WBE</strong></th>
<th><strong>MBE</strong></th>
<th><strong>VBE</strong></th>
<th><strong>WBE</strong></th>
<th><strong>MBE</strong></th>
<th><strong>VBE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd Quarter (7/1-9/30)</td>
<td>3rd Quarter (10/1-12/31)</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Report Period: 2nd Quarter (7/1-9/30) 3rd Quarter (10/1-12/31)

Total Payments

Previous Payments

Paid to Contractor this Quarter

Paid to Contractor to Date:

Total Payments Made

Contractor's Name and Address

Project Completion

Federal ID:

M/WBE Certifier

Production/Vendor Code

Subcontractor/Recipient

Contractor's Name and Address

Project Completion

Federal ID:

M/WBE Certifier

Production/Vendor Code

Subcontractor/Recipient

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Project Completion

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Subcontractor/Recipient

Contractor's Name and Address

Project Completion

Federal ID:

M/WBE Certifier

Production/Vendor Code

Subcontractor/Recipient

Contractor's Name and Address

Project Completion

Federal ID:
New York State
Homes & Community Renewal
www.nysnhr.org

EEOC Statement
of the
New York State Housing Finance Agency,
State of New York Mortgage Agency,
New York State Affordable Housing Corporation,
State of New York Municipal Bond Bank Agency,
Tobacco Settlement Financing Corporation and
Housing Trust Fund Corporation
(individually, "Agency" and collectively, "Agencies")

It is the goal of the Agencies to ensure compliance with the federal Equal Employment Opportunity Act of 1972, as amended. Respondents with fifteen (15) or more employees responding to this solicitation, must submit a statement disclosing whether the Respondent is currently operating under or negotiating, or has at some time in the last five (5) years operated under or negotiated, a conciliation agreement with the Equal Employment Opportunity Commission ("EEOC"); has been, at some time in the last five (5) years, or is currently the subject of a civil action brought against it by the EEOC; has been, at some time in the last five (5) years, or is currently the subject of an action brought against it by the EEOC for permanent, temporary or preliminary relief; has operated, at some time in the last five (5) years, or is currently operating under an order of a court to take affirmative action as a result of a civil action brought against it by EEOC.

Please answer the above question either in the affirmative or negative.

[ ] Respond YES or NO.

If YES, provide explanation:

________________________________________________________________________
________________________________________________________________________

Respondent’s Signature  
Leo Dikstein
Print Name of Respondent

Date of Respondent’s Signature  
7/15/14
Use the following codes in the Product Code column to indicate the category of work for which the M/WBE was utilized:

**PRODUCT CODE KEY:**

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

---

**CUMULATIVE PAYMENT STATEMENT**
(Instructions on Reverse Side)

<table>
<thead>
<tr>
<th>Contractors Name and Address: ALT Consulting Inc.; Leo Dikstein</th>
<th>Federal ID #</th>
<th>Goals</th>
<th>Reporting Period</th>
</tr>
</thead>
</table>
| **Name of Firm and Address**
(List All Firms) | **Type of Service Provided**
(Select only one) | NYS Certified | Payment | Contract |
| ALT Consulting Inc.; 2527 East 1st St. Brooklyn, NY 11223 | Construction | MBE | This period | Amount |
| Federal ID# | Supplier | WBE |
| Federal ID# | Consultant Service | No Payment |
| Federal ID# | Service/Commodity |
| Federal ID# | Section 3 |

Signature of Company Official: Leo Dikstein
Print Name of Company Official: Leo Dikstein
Date: 7/14/14

Failure to submit this form will result in non-compliance
APPENDIX IV

CONSTRUCTION REQUIREMENTS
AND PROCEDURES FOR
CONTRACTS WITH

HOUSING TRUST FUND CORPORATION
INSTRUCTIONS FOR FILING CUMULATIVE PAYMENT STATEMENT

This document pertains to **HCR funding only**: The form is to be completed and signed by the Company Official and submitted by the 10th of each quarter. The form must include **ALL** (e.g. MBE, WBE and non-M/WBE) subcontractors or suppliers assigned to this contract. The Affirmation of Income Payments to MBE/WBE (ADM-146) must accompany this form for each MBE/WBE firm who has received payment.

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>April 1 – June 30</td>
<td>July 10</td>
</tr>
<tr>
<td>2nd</td>
<td>July 1 - September 30</td>
<td>October 10</td>
</tr>
<tr>
<td>3rd</td>
<td>October 1 - December 31</td>
<td>January 10</td>
</tr>
<tr>
<td>4th</td>
<td>January 1 – March 31</td>
<td>April 10</td>
</tr>
</tbody>
</table>

**Contractor's Name & Address:** Indicate name, address, city, state and zip code.

**Contractor's Federal ID #:** If Federal ID # not assigned, provide Social Security # of the owner.

**Goals:** Indicate HCR’s assigned MBE and WBE participation goals.

**Reporting Period:** Indicate reported month and year.

**SHARS/Project #:** Indicate HCR’s SHARS #/Project #.

**Subcontractor or Supplier Name & Address:** Indicate the name, address, city, state and zip code.

**Federal ID #:** If Federal ID # not assigned, provide Social Security # of the owner.

**Description of Work:** Check the box that best describes the work performed. **(CHECK ONE BOX ONLY)**

**NYS Certified** Indicate if MBE or WBE. **(CHECK ONE BOX ONLY)** Only firms certified by NYS will be counted towards goals

**Payments This Period:** Indicate amount paid to each subcontractors or suppliers this reporting period.

**NOTE: IF THERE WAS NO PAYMENT THIS PERIOD, PLEASE CHECK THE BOX.**

**Contract Amount:** Indicate total contract amounts or purchase agreement(s) for each subcontractor or supplier.

ADM-123 (rev. 3/12)
New York State  
Homes & Community Renewal  
Office of Fair Housing and Equal Opportunity  
Web Site: www.nyshcr.org

**Affirmation of Income Payments to MBE/WBE**

Each MBE and WBE FIRM must sign and submit this form to the Contractor. The Contractor/Vendor must submit this form to the Office of Fair Housing and Equal Opportunity by the 10th of each Quarter.

### CONTRACTOR

1. Name and Address of Contractor
   
   Alt Consulting Inc.  
   2527 Eqs 1str, 7th  
   Brooklyn, NY 11223

   Federal ID #  

   2. SHARS/Project #

   3. Reporting Period  
   Quarter | Year

### M/WBE FIRM

1. Name and Address

2. Date contract started:

3. New York State Certified (Check One)  
   [ ] MBE  
   [ ] WBE

4. Type of Service Provider (Check one box only)  
   [ ] Construction  
   [ ] Supplier  
   [ ] Consultant Service  
   [ ] Service/Commodity

5. Summary of Payments
   
   a. Total MBE/WBE contract amount  
   $ 0
   
   b. MBE/WBE payment received for this reporting period  
   $ 0
   
   c. Total MBE/WBE payments received as of this reporting period  
   $ 0

---

Signature of MBE/WBE  
Leo Dikstein  
[Redacted]  
Print Name of MBE/WBE  
Date  
7/14/14

Signature of Contractor  
Print Name of Contractor  
Date

---

Failure to submit this form will result in non-compliance.

ADM-146 (rev. 12/10)
**MONTHLY EMPLOYMENT UTILIZATION REPORT**

(Instructions on Next Page)

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Financial Programming</th>
<th>Reporting Period:</th>
<th>From: 2527 East 1st St.</th>
<th>To: Brooklyn, NY 11223</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor/Firm Name:</td>
<td>ALT Consulting Inc.</td>
<td>Address: 2527 East 1st St.</td>
<td>Location of Work: 85 Beaux St., New York, NY</td>
<td></td>
</tr>
<tr>
<td>Federal ID/SS#:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SHARS #:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Amount:</td>
<td>$</td>
<td>Construction Start Date:</td>
<td>Percent of Job Complete:</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL NUMBER OF EMPLOYEES FOR THIS REPORTING PERIOD**

<table>
<thead>
<tr>
<th>Job or Trade Category</th>
<th>Total Number of Employees</th>
<th>Black or African American</th>
<th>Hispanic or Latino</th>
<th>Native Hawaiian or Other Pacific Islander</th>
<th>Native American or Alaskan Native</th>
<th>Asian</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Trade - List Each</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| | | | | | | |

| Grand Totals | | | | | | |

Company Official’s Name: **Leo Dikstein**  
Title: **President**  
Date: **7/14/14**  
Company Official’s Signature: [Redacted]  
Telephone Number: [Redacted]  
Fax Number: [Redacted]  

ADM-136 (rev. 2/2011)
NOTE: Failure to submit this form will result in non-compliance.

INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT

The Monthly Employment Utilization Report (ADM-136) is to be completed and signed by the contractor or subcontractor and submitted by the 10th of each quarter for the duration of this contract. This report covers all hourly workers, including foremen, supervisors or crew chiefs, journey workers and apprentices or trainees working on the project. Professionals, technicians and office clerical field office staff working on the contract should also be reported.

Name of Project: Indicate the Name of Assigned Project

Reporting Period: Indicate reported month and year.

Contractor or Subcontractor Name: Indicate name, address, city and zip code.

Federal ID Number: If Federal ID # not assigned, provide Social Security # of the owner.

Labor Amount: Indicate dollar amount allocated for labor on the Detailed Estimate.

SHARS Number: Indicate HCR assigned SHARS #.

Location of Work: Indicate county where project is located.

Contract Start Date: Indicate date construction actually began.

Percent of Job Complete: Indicate the estimated percentage of job completed.

Job or Trade Category: Indicate the total number of employees for the field office staff, including supervisory personnel and administrative staff at the job site. Indicate the number of employees for each construction trade.

Total Number of Employees: Indicate the total number of all employees, regardless of ethnicity, under each trade category for all males (M) and all females (F). Note: These two columns include the number of employees for the entire workforce.

Total Number of Employees Minority & Females: Indicate the total number of employees for each minority group member(s) under each trade category for all minority males (M) and all females (F). Note: These columns include only the minority workforce.

Grand Totals: Total of columns under each trade category for all males (M) and all females (F).

The company official’s name, title and telephone number should be printed or typed at the bottom of the form.