

TOWN OF BABYLON

RFP NO. 15G43

REQUEST FOR PROPOSALS FOR APPLICATION PREPARATION AND DEVELOPMENT OF A COMPREHENSIVE DRAINAGE INFRASTRUCTURE MASTER PLAN FOR THE VILLAGE OF LINDENHURST

**A project funded by and conceived through the NY Rising Community Reconstruction
Program of the Governor's Office of Storm Recovery**



RICHARD SCHAFFER, SUPERVISOR

TOWN BOARD

**THOMAS DONNELLY
JACQUELINE A. GORDON
LINDSAY PATRICK HENRY
ANTONIO MARTINEZ**

Theresa Sabatino, Commissioner of General Services

**New York State Governor's Office of Storm Recovery (GOSR)-Funded
Community Development Block Grant—Disaster Recovery**

Dated: April 1, 2015

Responses must be received by 10:00 A.M. (Eastern), April 23, 2015

NOTICE TO BIDDERS

Pursuant to resolution adopted by the Town Board, The Town of Babylon, Commissioner of General Services, Division of Purchasing, will receive sealed proposals for:

**RFP NO. 15G43
REQUEST FOR PROPOSALS
APPLICATION PREPARATION AND DEVELOPMENT OF A
COMPREHENSIVE DRAINAGE INFRASTRUCTURE MASTER PLAN
FOR THE VILLAGE OF LINDENHURST**

until **10:00 am** on **THURSDAY, APRIL 23, 2015** at the Town Hall, 200 East Sunrise Highway, Lindenhurst, New York, 11757 at which time they will be publicly opened and read in the Division of Purchasing office.

One (1) original and Eight (8) copies of both the technical and cost proposals. The Technical and Cost Proposals shall be in separate sealed containers and may be hand delivered or mailed to the above address. **Proposals will not be accepted after 10:00 am on the date of bid opening. NO EXCEPTIONS WILL BE GRANTED.** Do not remove any pages; all proposals are to be submitted intact. For information call (631) 957-3025. The Town reserves the right to reject any and all proposals.

Proposal documents may be examined and obtained at the Town Hall Purchasing Department between the hours of 9:00 a.m. and 4:30 p.m. daily except Saturdays, Sundays and Holidays, on and after **WEDNESDAY APRIL 1, 2015**. Proposal documents may also be downloaded at the Town of Babylon's website at www.townofbabylon.com.

SPECIAL NOTE: These projects shall be funded in part through the New York State Governor's Office of Storm Recovery – Disaster Recovery and Federal Funds through Community Development Block Grants. Proposers must comply with any and all funding agency requirements, as well as any other State, County Town or local government or agency rules and regulations... A goal of 15% for New York State Certified Minority Business and 15% for New York State Certified Women Owned Business has been established for this project. Proposers must demonstrate their good-faith efforts to achieve these goals.

The Town will not reimburse any individual or firm with any costs associated with the preparation of their proposal.

The Town of Babylon encourages minority and women owned businesses to participate in all bids.

The Town reserves the right to reject any or all bids.

Theresa Sabatino

Commissioner of General Services

Date: April 1, 2015.

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Request for Proposals

Introduction and Overview

The Town of Babylon is eligible to apply for U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant–Disaster Recovery (CDBG-DR) funding for disaster recovery projects.¹ Funding will be delivered through the NY Rising Community Reconstruction (NYRCR) Program, within the New York State Governor’s Office of Storm Recovery (GOSR). Accordingly, Respondents are obligated to comply with applicable federal and state laws and regulations set forth in Exhibit A (Supplementary Contract Conditions), as well as with the Town of Babylon’s Procurement Policy and Procedures. In addition, Respondents are obligated to comply with all Federal, State, County and municipal codes, ordinances, and regulations.

Procurement shall only be conducted with responsible vendors who have the technical and financial competence to perform as well as an exemplary record of integrity. Before selecting a vendor, the Town of Babylon intends to review the federal and state lists of vendors excluded from procurement. Contracts shall not be awarded to debarred, suspended or ineligible vendors. Accordingly, responses to RFPs must include a completed NYS Vendor Responsibility Questionnaire and notarized certification, along with verification that a completed NYS Vendor Responsibility Questionnaire has been filed with the NYS Office of the State Comptroller: <http://www.osc.state.ny.us/vendrep/>. Failure to complete and submit the NYS Vendor Responsibility Questionnaire may be cause for your proposal to be rejected.

In accordance with New York State General Municipal Law Section 104-b, this Request for Proposals (RFP) is designed to identify New York State licensed professional engineering firms best qualified to provide the services necessary for the Development of Master Plan for Drainage Infrastructure in the Village of Lindenhurst, New York, consistent with the requirements of this funding stream. Respondents will be reviewed on the basis of their eligibility and ability to provide services in a manner sensitive to specific requirements and timetables established by federal law. Not all qualified Respondents will be selected to provide these services.

The Town of Babylon will select qualified architectural and engineering firms of the highest quality that employ adequate staff and possess the financial management capacity to be able to focus immediate attention on this project.

Through its Evaluation Team, The Town of Babylon will select the Respondent whose proposal receives the greatest number of points. The Evaluation Team will only open or evaluate Cost Proposals from those firms that it has determined are qualified on the basis of the Technical Factors listed below. After those firms that are qualified have been identified, the Evaluation Team will factor in the cost of the qualified proposals using the formula set forth below under “Selection Process.” The Cost Proposal is included as Schedule D.

The Town of Babylon reserves the right to negotiate the distribution of the A/E fee. The Town of Babylon reserves the right to reject any and all proposals either in whole or in part or make no award at all, whichever is in the best interest of the Town. Proposals deemed incomplete will not be considered. This contract may be awarded to the firm other than the firm offering the lowest overall cost. The Town will consider experience and qualifications

¹ U.S Department of Housing and Urban Renewal (HUD) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds appropriated by the Disaster Relief Appropriations Act (“PL 113-2”).

in the selection of the successful firm. The Town is in no way obligated to award a contract based on this solicitation and said award is contingent upon available funding. Any contract award is subject to the compliance of all the provisions herein, including compliance with the established M/WBE goals and all Federal, State, County and local laws and regulations. No firm or individual awarded a contract for any of the services described herein, shall be eligible to bid for or be awarded a contract to undertake the construction for this project.

The Town will not reimburse any proposers for any costs associated with the preparation of their proposals.

The funding level anticipated is approximately \$200,000.00.

Project Description

COMPREHENSIVE DRAINAGE INFRASTRUCTURE MASTER PLAN (See Schedule A)

The successful Respondent will assist the Town of Babylon with all the necessary technical, consulting, surveying, engineering and any other services deemed necessary to develop a master plan for drainage infrastructure, in accordance with HUD and GOSR requirements and timetables.

Deadlines and Completion Date

The Technical Proposal and Cost Proposal must be delivered **in separate envelopes** to the Town of Babylon, Department of General Services in accordance with Schedule B. Proposals are due on Thursday, April, 23 2015 and must be received in the Department of General Services no later than 10:00 a.m. It is the responsibility of each Responder to ensure that their proposal is delivered to the Department of General Services in a timely fashion. Proposals received after 10:00 a.m. on April 23, 2015 will not be accepted. **NO EXCEPTIONS SHALL BE GRANTED.**

Scope of Work (See Schedule A)

- Assist the Town of Babylon in the preparation of its CDBG-DR Project Application, including a project description, an estimate of the total project costs broken out by services and construction costs, and a project schedule. **SPECIAL NOTE: The selected A/E firm will be paid for this service after the application is accepted by GOSR. The application shall be submitted to GOSR no later than June 30, 2015.**
- Prepare agendas and attend meetings in accordance with the Town of Babylon and Village of Lindenhurst requests.
- Coordinate project activities with the activities of the Town of Babylon and other parties.

Submittal Content

Respondent must supply One (1) Original and Eight (8) copies of the technical proposal and One (1) Original and Eight (8) copies of their cost proposal. Originals must be clearly marked as "original" and all signatures to be original. **The Technical proposal and cost proposal must be submitted in separate sealed envelopes. Do not include any costs in the technical portion of your submission.**

Proposals shall be submitted on Thursday, April 23, 2015, no later 10:00 a.m. to:

Town of Babylon, Department of General Services, Theresa Sabatino, Commissioner
Att: Kathy Lynch
200 East Sunrise Highway
Lindenhurst, New York 11757

Telephone: 631-957-7434

Any and all questions regarding this RFP must be submitted in writing via email or fax to:

Kathy Lynch

Email: klynch@townofbabylon.com

Fax: 631-957-3052

The Proposal must contain the following information and documentation:

- **Firm.** Respondent's legal structure, areas of expertise, length of time in business, number of employees and detailed contact information for the person authorized to contractually obligate the Respondent and for the person administratively responsible for the Proposal.
- **Sub consultants.** Identify any Sub consultants, including a summary of the organization, experience and technical skills. Respondent 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 Respondent in the normal course of business, such as couriers, imaging services, etc.) without obtaining the prior written approval of GOSR.
- **Disclosure.** Disclose all allegations or claims of substandard work, unethical or illegal practices or debarment or suspension from State- or Federally-funded projects, and provide documentation as to the resolution of these matters. Respondent must not be suspended or debarred from participation in State- or Federally-funded projects. Include completed NYS Vendor Responsibility Questionnaire, with notarized certification. <http://www.osc.state.ny.us/vendrep/>.
- **Relevant Experience.** Previous projects that demonstrate relevant experience and identify public sector clients for whom Respondent has provided similar work in the past five years. For each project described, provide current contact information for the individual with whom Respondent worked.
- **Approach and Methodology.** Respondent's understanding of the scope, including a detailed work plan to complete the master plan.
- **Staffing Plan.** Respondent's capacity to provide services in the required timeframe, and key personnel to provide services and the proposed staffing plan. Outline the resumes of key personnel who will be assigned to the project, including their years of experience and functions on this project.
- **Ability to Conform to Town of Babylon's Timeline.** Describe firm's workload and the impact on its current capacity to perform services on this project, and describe specifically how the firm will comply with the required delivery schedule set forth in Schedule B.
- **Commitment to Comply with All Applicable Federal, State, and Local Regulations, including Minority and Women-Owned Business Enterprise (M/WBE) and Section**

3. Describe firm's commitment to and plan for complying with all applicable Federal, State, and local regulations, including, as described below, M/WBE obligations and hiring requirements under Section 3 of the Housing and Community Development Act. This is a factor for firm selection, and Respondents who demonstrate a commitment to comply will receive the most points (as described herein under "Selection Process").

- **Iran Divestment Act.** Respondent must attach a signed statement on company letterhead that is affirmed as true under penalty of perjury.
- **Costs.** Complete the Cost Proposal (Schedule D) by providing a lump sum price for completing this project. **The Cost Proposal must be included in a separate sealed envelope.**

Attachments. Resumes and material helpful to the technical evaluation may also be attached (short project descriptions, brochures).

Selection Process

Technical Proposals responsive to the requirements of this RFP will be evaluated and scored in accordance with the Evaluation Criteria. After evaluation of the Technical Proposals, Cost Proposals will be scored for cost.

During or after the review of responses, the Town of Babylon Evaluation Committee may submit written questions and requests for clarification, and may conduct interviews. Respondents must comply with the Deadline Schedule (Schedule B), which may be adjusted if necessary.

The Town of Babylon shall evaluate each respondent in terms of:

<u>Technical Factors</u>	<u>Maximum</u>
<u>Points</u>	
1. Relevant Experience	20
2. Approach and Methodology	20
3. Staffing Plan	20
4. Ability to Conform to Town of Babylon's Timeline	10
5. Commitment to Comply with all Applicable Federal, State and Local Regulations including M/WBE and Section 3	10
Total Technical Factors	80
Total Cost Factors	20
Maximum Points	100

The Town of Babylon Evaluation Team will conduct a technical evaluation of the non-cost elements as described in the RFP prior to opening the Cost Proposals. No more than 80 technical total points will be awarded to any proposal.

The Cost Proposal will remain sealed until completion of the technical evaluation, and will only be considered for the best qualified firms. No more than 20 points will be awarded to any Respondent.

Cost points will be awarded as follows:

- The lowest priced qualifying technical proposal will be awarded the full 20 points. Other bidders will be awarded as follows: total cost points = (lowest bidder cost/other bidder cost) x 20.
- Town of Babylon will weigh the technical and cost evaluation results of each submittal as two components, which together will have a maximum total score of 100 points.

After evaluation of selected Technical Proposals and Cost Proposals, the Town of Babylon reserves the right to award without delay. Town of Babylon will issue a Letter of Intent to Award and a Notice to proceed when costs are negotiated and accepted by the Town of Babylon.

Specific Legal Obligations

Procurement

In accordance with Section 104-b (2) (f) and Section 139-j (2) (a), Town of Babylon must identify the individual responsible for purchasing and the individual who is the sole point of contact during the procurement. The sole point of contact shall be Kathy Lynch, Principal Clerk/Purchasing Technician for the Purchasing Department of the Town of Babylon.

In accordance with State Finance Law §§ 139-j and 139-k, this RFP imposes restrictions on communications between Town of Babylon, GOSR, and Respondents during the procurement. Respondent is restricted from making contact from the earliest notice of intent to solicit offers through final award and approval of the contract (the restricted period) with Town of Babylon's staff other than the RFP Coordinator, unless it is a contact included among expressly provided statutory exceptions set forth in State Finance Law § 139-j(3)(a).

Town of Babylon employees also are required to obtain certain information when contacted during the restricted period and make a determination of responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility can result in the rejection for contract award and in the event of two (2) findings within a four-year period the Respondent is debarred from obtaining governmental procurement contracts.

Diversity and Income Requirements

Minority and Women Owned Businesses (M/WBE)

Town of Babylon is committed to awarding a contract(s) to firms that will provide high quality services and that are dedicated to diversity and to containing costs. Town of Babylon strongly encourages Respondents that are certified by New York State, any other city or state, or the federal government, as M/WBE firms, as well as Respondents that are not yet certified but have applied for certification, to submit responses to this RFP. All New York State-certified M/WBE firms submitting proposals to this RFP should be registered as such with the New York State Department of Economic Development. For M/WBE firms that are not certified but have applied for certification, Respondents must provide evidence of filing including filing date.

Town of Babylon is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (M/WBE Regulations) for all New York State funded contracts as defined therein, with a value in excess of \$25,000. Town of Babylon strongly encourages joint ventures of M/WBE firms with majority firms and M/WBE firms with other M/WBE firms. For purposes of this solicitation, Town of Babylon hereby establishes an overall goal of 30% for M/WBE participation, 15% for minority-owned business enterprises (MBE) and 15% for women-owned business enterprises (WBE).

Section 3

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Community Development Act (HCDA), Town of Babylon is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible and consistent with existing federal, state and local laws and regulations, be directed to Section 3 residents and businesses.

A "Section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. For the purposes of Section 3 of the HCDA, low-income persons are defined as families (including single persons) whose incomes do not exceed 80% of the median income for the area, and very low-income persons are defined as families (including single persons) whose incomes do not exceed 50% of the median income for the area.

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

In their submittals, Respondents should demonstrate their commitment to advancing Town of Babylon's Section 3 goals, which include the following: 30% of new hires associated with the CDBG-DR funded project shall be Section 3 residents, 10% of new construction contracts shall be awarded to Section 3 businesses, and 3% of non-construction contracts shall be awarded to Section 3 businesses.

Iran Divestment Act

Every Proposal made to Town of Babylon pursuant to a competitive solicitation must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

The list in question is maintained by the Office of General Services. No Response that fails to certify compliance with this requirement may be accepted as responsive.

New York Law and Venue

This contract shall be construed under the laws of the State of New York. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of New York, Suffolk County.

SCHEDULE A

PROPOSED SCOPE OF SERVICES

RFP NO. 15G43, REQUEST FOR PROPOSALS FOR APPLICATION PREPARATION AND DEVELOPMENT OF A COMPREHENSIVE DRAINAGE INFRASTRUCTURE MASTER PLAN FOR THE VILLAGE OF LINDENHURST

1. General

A. Project Description and Location

The Town of Babylon is requesting \$200,000 in CDBG-DR funding as a necessary recovery cost for the development of master plan.

The goal of the project is to develop a master plan which shall be the basis for the design and construction phase of drainage infrastructure.

It is the intention of the Town of Babylon, through this RFP, to engage the services of a qualified New York State licensed engineering firm to provide all the technical, consulting, surveying, engineering, , and any other services the Town deems necessary. The selected firm will also be required to coordinate with the Village of Lindenhurst to ensure compliance with their requirements, as well. The Town fully expects the successful firm to provide and perform all the services and tasks related to this project necessary for the completion all of the work, including, but not limited to the application process to CDBG-DR, estimating, surveying, engineering etc. to ensure satisfactory completion of a usable master plan. Proposers shall include all fees applicable to provide and perform all services and tasks required for the project. It shall be the responsibility of the firms to notify, in writing, to Kathy Lynch of the Dept. of General Services, of any questions, omissions, ambiguities, errors, discrepancies, etc. in this RFP prior to the date of submissions. The Town of Babylon will not consider any requests for additional fees from the selected consultant due to any omissions, discrepancies, errors, etc. in their proposal. Change Orders shall not be permitted unless specifically requested by the Town.

All proposers shall indicate if they will be partnering, (joint ventures) with other firms and/or utilizing sub-consultants. The name, address and relevant experience for the partnering firms/sub-consultants must be included with your submission. Please note that all requirements described herein apply to the proposer and their respective partners and sub-consultants.

The selected firm must demonstrate a minimum of five (5) years' experience in the engineering, more specifically in drainage infrastructure. Proposers shall include a brief description of projects successfully completed which are similar in scope to the services and project described herein. Proposers shall include the project name, location of project, dates of project, references, including contact person, telephone number, email address, and any other information pertinent to the project.

All firms shall demonstrate their experience with CDBG-DR, and any other Federal, State, County or local agency which may have an interest in this project.

The selected firm shall also assist the Town of Babylon in the preparation of all applications required by the various funding agencies, including, but not limited to CDBG-DR application for funding, including the preparation of cost estimates, scope narratives, maps, exhibits, etc.

SPECIAL NOTE: This project is contingent upon the approval of the CDBG-DR application and the approval of the funding. Payment to the consultant shall not be made unless the CDBG-DR application has been accepted. The preparation of the application is at the Consultant's own risk and the Town shall not be obligated to make payment if the application is not accepted by the funding agency.

The application for CDBG-DR must be completed by June 30, 2015. A sample of the CDBG-DR application is attached as part of this Schedule A.

The Consultant shall prepare for and attend all meetings during all phases of the project, as directed by the Town of Babylon. The Consultant shall be responsible for the preparation of all meeting minutes, attendance sheets and the minutes shall be submitted to the Town within one (1) week of the meeting date.

The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this Contract. The Consultant shall, without undue delays and without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other services. Before beginning each of the items described below the Consultant shall meet with the Town of Babylon and the Village of Lindenhurst to discuss and more accurately define the work to be performed.

The Master Plan shall be completed by spring 2016.

Scope of Work

This Master Plan will assess the condition of existing drainage infrastructure and map the location of upgrades and repairs that will be most critical to storm resiliency. The plan will identify flood reduction projects that will diminish the risk to public and private properties and infrastructure.

The objective of the project is to address existing deficiencies in the Village's drainage system, made evident by Super storm Sandy, which overwhelmed the system, flooded roadways and adjacent properties, and caused the canals and Bay to back-flow throughout the system. Catch basins were silted and damaged, and pipes were fractured, causing storm waters to undermine bulkheads instead of draining into major outfalls.

This project will result in a clear strategy for immediate and mid-term (or phased) system improvements (such as the upgrading of existing storm water collection, retention and filtration structures that may be blocked or under-performing) which will help reduce flooding during and after severe storms. This plan is a necessary pre-requisite for prudent investment of construction funds (in the Design Phase of this project) to renovate obsolete or under-performing drainage systems and facilities to make them capable of handling and filtering the volume of storm water resulting from severe weather events. Reduced flooding volume and duration will facilitate the recovery and revitalization of economic and social services within the Village of Lindenhurst. Additionally, removal of pollutants will help improve water quality of surface and ground waters flowing into the Great South Bay.

The plan will be used as a basis for the design and construction of drainage improvements, which is not part of the Request for Proposals.

SAMPLE APPLICATION

**STATE OF NEW YORK
TOWN OF BABYLON**

**NY STATE
CDBG-DISASTER RECOVERY PROGRAM**



APPLICATION FOR FUNDING
INSERT NAME OF PROJECT

INSERT MONTH, YEAR

PREPARED BY

HUNT, GUILLOT, & ASSOCIATES, LLC
25 BEAVER STREET
2ND FLOOR
NEW YORK, NEW YORK 10004
(646) 797-4993

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Appendix A Insert Name of Document Contained in Appendix	
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General Description Form

Place a check mark in the appropriate box: Original Application Amended Application

Applicant Name, Address, Phone and Fax Nos.:		Project Name:
		Project Address:
Applicant's Contact Person Name, Address, Phone Number, Email Address, DUNS Number, and SAM CAGE Code Number.		Name, Address, Phone Number and Email Address of HGA Administrative Consultant: (if applicable)
		Name, Address, Phone Number and Email Address of GOSR Project Manager:
Name, Address, Phone Number and Email Address of Architectural/Engineering Firm:		National Objective to be Addressed (check one).
		<input type="checkbox"/> Activities Benefiting Low/Moderate Income Persons <input type="checkbox"/> Prevention/Elimination of Slums or Blight <input type="checkbox"/> Urgent Need <input type="checkbox"/> Not Applicable—Planning
Project Funds	Amount	Source and Status of Funds
CDBG-DR	\$0.00	
Local Funds	\$0.00	
Private Funds	\$0.00	
Other State Funds	\$0.00	
Federal Funds (non-CDBG-DR)	\$0.00	
Other Funds	\$0.00	
TOTAL FUNDS	\$0.00	
Signature (Authorizing Official) and Date Signed		Typed Name/Title (Authorizing Official)

6. Indicate by means of an "x" as to whether the proposed project will involve a community-wide benefit or a target area(s) and enter the zip code of the project. If a target area is involved, enter the name(s) and zip code of the target area(s).

___ Community-wide (Zip Code: _____) ___ Target Area(s)

Name and Zip Code of Target Area: _____

Name and Zip Code of Target Area: _____

Name and Zip Code of Target Area: _____

Community-wide projects should use the zip code of the location of city hall. Target-area projects should use the zip code of the target area where the majority of the construction funds will be spent (for each target area). If the target area(s) does not have a name, please provide a brief geographical description of the area such as "western portion of the city."

7. Provide Lat/Long for the Project Location at or near the geographical center:

Latitude: _____ Longitude: _____

8. How many other projects funded with CDBG-DR funds relate to the project: ___

9. Does the project relate to any other project GOSR should be aware? _____

10. Does the project encompass multiple counties: ___ Yes ___ No

11. If the proposed project is a "covered project," please provide a narrative describing the "**Resilience Performance Standards**" to be used in the design/implementation of the project below.

12. If the proposed project is a "covered project," please provide a narrative describing the "**Green Infrastructure Project Activities**" to be used in the design/implementation of the project below. For the purpose of completing this section, green infrastructure is defined as the integration of natural systems and processes, or engineered systems that mimic natural systems and processes, into investments in resilient infrastructure. "Green Infrastructure" takes advantage of the services and natural defenses provided by land and water systems such as wetlands, natural areas, vegetation, sand dunes, and forests, while contributing to the health and quality of life of those in recovering communities.

13. If the proposed project is a "covered project," please provide a narrative describing the "**Transparent and Inclusive Decision Processes**" undertaken in selection of the proposed project. Include accessible public hearings and other processes to advance the engagement of vulnerable populations.

14. If the proposed project is a "covered project," please provide a narrative describing the "**Long Term Efficacy and Fiscal Sustainability**" plans to monitor and evaluate efficacy and sustainability, including how it will reflect changing environmental conditions (such as sea level rise or development patterns) with risk management tools, and/or alternate funding sources, if necessary.

15. If the proposed project is a "covered project," please provide a narrative describing how the project will align with the commitment expressed in the President's Climate Action Plan to "identify and evaluate additional approaches to improve our natural defenses against extreme weather, protect biodiversity, and conserve natural resources in the face of changing climate..."

16. Has an amendment to the Action Plan to include this project been submitted to HUD?
___ Yes; ___ No;

17. What is the status of the amendment request? Provide a narrative describing the status of the amendment request. (Include date of submission, date of approval, any requests for additional information, and current status)

18. Is this project receiving FEMA Public Assistance funding: ___Yes ___No

19. Is this project receiving FEMA Public Assistance 406 Hazard Mitigation Funds:
___Yes ___No

Please provide the FEMA Project Worksheet number(s) for this project application: _____
(The FEMA project work sheet number should include the FEMA disaster declaration number in the first four (4) digits and the project worksheet number in the last five (5) digits. A Hurricane Sandy related project with the project worksheet "567" would be entered as "4085-00567")

20. Is this project receiving FEMA Section 404 Hazard Mitigation funds:
___Yes ___No

21. Is this project receiving any Army Corps of Engineers funding:
___Yes ___No

If yes, please provide the type of funds applied for and application number: _____

22. Is this project receiving any Environmental Protection Agency funds:
___Yes ___No

If yes, please provide the type of funds applied for and application number: _____

23. Is this project receiving any Department of Energy funds:
___Yes ___No

If yes, please provide the type of funds applied for and application number: _____

24. Is this project receiving any Department of Transportation funds:
___Yes ___No

If yes, please provide the type of funds applied for and application number: _____

25. Is this project receiving any Department of the Interior fund:
___Yes ___No

If yes, please provide the type of funds applied for and application number: _____

BUDGET/COST SUMMARY FORM

PROJECT NAME:

(A) Costs by Activity	(B) CDBG-DR	(C) Other	(D) Total	(E) Source
1. Acquisition of Real Property	\$0.00	\$0.00	\$0.00	
2. Public Facilities and Improvements	\$0.00	\$0.00	\$0.00	
3. Rehabilitation Loans and Grants (Hook-ups)	\$0.00	\$0.00	\$0.00	
4. Clearance Activities	\$0.00	\$0.00	\$0.00	
5. Public Services	\$0.00	\$0.00	\$0.00	
6. Other (identify) - Planning	\$0.00	\$0.00	\$0.00	
7. Project Delivery Costs	\$0.00	\$0.00	\$0.00	
8. Administration	\$0.00	\$0.00	\$0.00	
TOTAL	\$0.00	\$0.00	\$0.00	

Architectural/Engineering (A/E) costs must be included in one of the activity costs above.

HUD Matrix Code: (Can be found at <http://www.hud.gov/offices/cpd/systems/ldis/cdbg/Matrix%20Code%20Definitions.pdf>)

CDBG-DR PROGRAM TIME SCHEDULE

APPLICANT NAME:

ACTIVITIES	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6	Quarter 7	Quarter 8	Quarter 9	Quarter 10	Quarter 11	Quarter 12
Activity #1 Milestones a. b. c. d. e.												
Activity #2 Milestones a. b. c. d. e.												
Activity #3 Milestones a. b. c. d. e.												
Activity #4 Milestones a. b. c. d. e.												

Provide the following dates:
 *Required

*ERR Complete Date: _____
 Construction Start Date: _____
 *Construction End Date: _____

Acquisition/Closing: _____
 Design Complete: _____

ACTIVITY BENEFICIARY FORM

Community-Wide	Target Area	Combined	Project: Insert Name of Project Here			
List name of each activity excluding Admin & Acquisition:	1)		2)		3)	
	#	%	#	%	#	%
Families (total):						
Elderly Head of Family:						
Female Head of Family:						
Handicapped Head of Family:						
Persons (total):						
Total Mod/Low/ExLow Income:						
Moderate Income:						
Owner (for Rehab activity <u>only</u> , i.e. hookups):						
Renter (for Rehab activity <u>only</u> , i.e. hookups):						
Low Income:						
Owner (for Rehab activity <u>only</u> , i.e. hookups):						
Renter (for Rehab activity <u>only</u> , i.e. hookups):						
Extremely Low Income:						
Owner (for Rehab activity <u>only</u> , i.e. hookups):						
Renter (for Rehab activity <u>only</u> , i.e. hookups):						
Elderly:						
Handicapped:						
Race and Ethnicity			Of Total #,		Of Total #,	
	Race		Indicate #	Race	Indicate #	Race
	Total #		Hispanic*	Total #	Hispanic*	Total #
American Indian or Alaskan Native:						
Asian:						
Black or African American:						
Native Hawaiian or Other Pacific Islander:						
White:						
Am. Indian or Alaskan Native <i>and</i> White:						
Asian <i>and</i> White:						
Black or African American <i>and</i> White:						
Am. Indian or Alaskan Native <i>and</i> Black:						
Other Multi-racial:						
*Hispanic or Latino						

TARGET AREA MAP

INSERT TARGET AREA MAP HERE

PROJECT NAME: Insert Name of Project Here

PROJECT DESCRIPTION: Page ? of ?

PROJECT DESCRIPTION.

Insert Project Description Here

ARCHITECT/ENGINEER'S COST ESTIMATE

Estimated Number of Parcels to be Acquired: Not Applicable

Anticipated Approvals/Permits to be Acquired: Not Applicable

PROJECT BUDGET

INSERT PROJECT BUDGET HERE

PROJECT SITE MAPS

INSERT VICINITY MAP, AND OTHER REQUIRED PROJECT SITE MAPS

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 8/31/2009)

Instructions (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
3. HUD Program Name Community Development Block Grant – Disaster Recovery Program	4. Amount of HUD Assistance Requested/Received
5. State the name and location (street address, City and State) of the project or activity:	

Part I Threshold Determinations

- | | |
|---|--|
| 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).
<input type="checkbox"/> Yes <input type="checkbox"/> No | 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9
<input type="checkbox"/> Yes <input type="checkbox"/> No. |
|---|--|

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy)
-----------------	--------------------

Insert Typed Name and Title Here

APPENDIX A
INSERT NAME OF DOCUMENT

Architect/Engineer's Cost Estimate Instructions

All proposed project activities shall be accompanied by a detailed cost estimate prepared and signed by a Licensed Architect or Professional Engineer licensed in the State of New York. The cost estimate shall contain the cost of construction, architectural/engineering fees, and related costs. The construction estimate shall be a listing of construction items (as a bid proposal), estimated quantity, unit of measure, unit price, and amount.

Architectural/Engineering fees shall be identified by type in a line item format. Typical items include basic services, resident project representative, topographic surveying, property surveying, geotechnical investigation, and testing. Written justification must be provided for all engineering services other than basic services and resident project representative. The justification shall contain an explanation of why the service is needed and how the proposed fee was derived.

If your proposed project involves hookups (water/sewer house connections), then the costs associated with hookups should be identified separately on your cost estimate.

If any other funds (federal, local, etc.) will be used to complete the project, then the cost estimate must identify the amount of those funds as well as the specific use of those funds. For example, if \$200,000 in local funds will be used to assist in the construction of a treatment facility for a new sewerage collection and treatment system, a specific identification of such must be shown on the cost estimate.

Provide an estimate of the number of parcels that will need to be acquired to construct the proposed improvements.

Provide a listing of anticipated permits and government approvals that may be necessary.

Examples of cost estimates for a sewer collection system improvements project and a street improvement project can be found on the following pages.

NOTE: All fees are subject to "cost reasonableness" review.

ARCHITECT/ENGINEER'S COST ESTIMATE

(Refer to the instructions for the specific information that must be included herein. Attach additional sheets if necessary).

Estimated Number of Parcels to be Acquired:

Anticipated Approvals/Permits to be Acquired:

Insert Cost Estimate here.

Example of Cost Estimate – Street Improvements

ARCHITECT/ENGINEER'S COST ESTIMATE (Refer to the instructions for the specific information that must be included herein. Attach additional sheets if necessary).

CONSTRUCTION:

DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
Mobilization	Lump	Lump Sum	\$25,000.00	\$25,000.00
Asphaltic Concrete Wearing Course	3,700	Ton	\$80.00	\$296,000.00
8-1/2" In-Place Cement Stab. Base Course	35,000	Sq. Yd.	\$6.00	\$210,000.00
Water Valve Adjustments	5	Each	\$200.00	\$1,000.00
Sewer Manhole Adjustments	10	Each	\$250.00	\$2,500.00
Aggregate Surface Course	1,500	Cu. Yd.	\$45.00	\$67,500.00
18" Corrugated Metal Pipe	100	Lin. Ft.	\$30.00	\$3,000.00
24" Corrugated Metal Pipe	100	Lin. Ft.	\$38.00	\$3,800.00
30" Corrugated Metal Pipe	80	Lin. Ft.	\$45.00	\$3,600.00
Signs and Barricades	Lump	Lump Sum	\$8,500.00	\$8,500.00
Project Sign	1	Each	\$1,000.00	\$1,000.00

Subtotal: \$621,900.00
Contingencies: \$62,100.00
Total Estimated Construction Cost: \$684,000.00
ENGINEERING:
Basic Services: \$59,100.00
Resident Project Representative: \$25,500.00
Geotechnical Investigation: \$3,000.00
TOTAL PROJECT COST: \$771,600.00

Estimated number of parcels to be acquired (and list locations): 0

List anticipated approvals/permits to be acquired: DOT permit

Signature of Licensed Architect/Engineer

Date

Example of Cost Estimate – Sewer Collection System Improvements

ARCHITECT/ENGINEER'S
COST ESTIMATE

(Refer to the instructions for the specific information that must be included herein. Attach additional sheets if necessary).

CONSTRUCTION:

DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
Mobilization	Lump	Lump Sum	\$15,000.00	\$15,000.00
8" PVC Sewer Main	4,800	Lin. Ft.	\$25.00	\$120,000.00
Manholes	20	Each	\$2,000.00	\$40,000.00
8" x 8" x 4" Wye	100	Each	\$50.00	\$5,000.00
4" Cleanouts and bends	100	Each	\$120.00	\$12,000.00
4" Service Line	500	Lin. Ft.	\$10.00	\$5,000.00
Jack or Bore 4" Service Line	700	Lin. Ft.	\$22.00	\$15,400.00
Lift Station	Lump	Lump Sum	\$75,000.00	\$75,000.00
4" PVC Force Main	2,800	Lin. Ft.	\$7.00	\$19,600.00
Maintenance Aggregate	100	Cu. Yd.	\$45.00	\$4,500.00
Project Sign	1	Each	\$1,000.00	\$1,000.00

Subtotal: \$312,500.00

Contingencies: \$31,000.00

Estimated Cost (Construction): \$343,500.00

REHABILITATION LOANS AND GRANTS

DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	AMOUNT
4" Service Line	5,600	Lin. Ft.	\$10.00	\$56,000.00
4" Cleanouts and bends	140	Each	\$120.00	\$16,800.00
4" Connections	70	Each	\$120.00	\$8,400.00

Subtotal: \$81,200.00

Contingencies: \$8,000.00

Estimated Cost (Rehabilitation Loans and Grants): \$89,200.00

TOTAL ESTIMATED CONSTRUCTION COST: \$432,700.00

Example of Cost Estimate – Sewer Collection System Improvements Cont'd.

ARCHITECT/ENGINEER'S COST ESTIMATE (Refer to the instructions for the specific information that must be included herein. Attach additional sheets if necessary).

TOTAL ESTIMATED CONSTRUCTION COST: \$432,700.00

ENGINEERING:

Basic Services: \$41,700.00
 Resident Project Representative: \$19,800.00
 Topographic Surveying: \$5,500.00
 TOTAL ENGINEERING: \$67,000.00

ACQUISITION:

Property Acquisition: \$4,000.00
 Property Surveying: \$2,500.00
 TOTAL ACQUISITION: \$6,500.00

TOTAL PROJECT COST: \$506,200.00

COST-SHARING:

	CDBG-DR Funds	Other Funds
Construction	\$400,000.00	\$32,700.00
Engineering	\$67,000.00	-- 0 --
Acquisition	-- 0 --	\$6,500.00
TOTAL	\$467,000.00	\$39,200.00

Estimated number of parcels to be acquired: 0
 Anticipated approvals/permits to be acquired:

 Signature of Licensed Architect/Engineer

 Date

Project Map(s)

1. **Existing Conditions Map**: Provide a detailed map of the existing improvements. The map must be supplemented with a vicinity map of the project site.
2. **Proposed Improvements Map**: Provide a detailed map showing the location, sizes, etc. of the proposed improvements.

Note: The Existing Conditions map and the Proposed Improvements map may be combined into one map if all the information shown can be depicted in such a way as to easily determine the difference between the existing and proposed.

CDBG-DR Time Schedule Instructions

For each major activity, indicate when completion of major project milestones is expected. For example, milestones could be acquisition of easements, engineering, bid advertisement/award, construction, acceptance of work, and release of liens.

Project Description Form Instructions

Provide a description of the project for which you are requesting funds. The description should include the following:

Comprehensive Description: What is the project? What's being torn down, built, provided? What are the objectives of the project? What are the expected results and future uses?

- New/existing?
- Historic?
- Land acquisition?
- Previous use?

Description of Construction Involved: How intrusive is the proposed construction? Is there digging/earthwork/etc.? Internal or external construction? For renovations/rebuilds, expansion of footprint by greater than 20%? Purpose here is to help determine level of environmental review required.

Schedule B

Deadline Schedule

A. Date for Publication of Notice:	April 1, 2015
B. Date for Questions from Respondents:	April 10, 2015
C. Date for Response to Respondents' Questions:	April 18, 2015
D. Date for Submission of Proposals:	April 23, 2015
E. Date for Evaluation of Proposals:	May 1, 2015
F. Date for Award:	May 5, 2015
G. Date for Notice of Contract Award with Draft Contract:	May 6, 2015
H. Date for Execution of Contract with Notice to Proceed:	May 6, 2015
I. Date for Receipt of Deliverable (application to GOSR):	June 30, 2015

Town of Babylon reserves the right to modify this Timeline as necessary.

Any addendums to this RFP, including Changes to the Timeline will be emailed to all registered proposers and posted on the Town's website at www.townofbabylon.com.

All Technical Proposals with Cost Proposals shall be submitted in hard copy, signed in the original, and received and date stamped by the Owner on or before **10:00 AM on April 23, 2015**

Respondent is responsible for meeting all deadlines.

Schedule C

Insurance Requirements

A. INSURANCE REQUIREMENTS

(1) The Consultant shall secure and maintain the types of insurance policies set forth herein with limits of liability of not less than those indicated below and naming the Town of Babylon and its agents, servants, officers and employees as additional insured with the exception of the Workers Compensation and Professional Liability (Errors and Omissions) policies and specifically insuring the contractual liability created by the hold harmless and indemnification provision of this Agreement; such insurance coverage shall be obtained through a New York State licensed carrier with Am Best Rating of at least A IX; such coverage shall continue throughout the term of this Agreement. With the exception of the Workers Compensation and Professional Liability (Errors and Omissions) policies, the Consultant agrees and understands that a "claims made" policy will not fulfill the requirements of this Agreement.

(2) TYPES OF POLICIES:

(a) Workers Compensation Insurance and New York State Disability Benefits Insurance.

(b) Commercial General Liability Policy with limits not less than the amounts indicated below shall be obtained; such coverage shall continue throughout the term of this Agreement.

(3) Each of the following types of policies shall be furnished with limits of not less than the amounts indicated below and name the **Consultant, the Town of Babylon, and its agents, servants, officers and employees as additional insured** and specifically insuring the contractual liability created by the hold harmless and indemnity provisions of this Agreement:

(a) **Commercial General Liability Insurance must include the following coverage:**

- *Comprehensive Form
- *Products/Completed Operations
- *Contractual
- *Independent Contractors
- *Broad Form Property Damage
- *Personal Injury

Minimum Limits: COMBINED BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY

* General Aggregate	\$2,000,000
* Products-Comp/Ops Aggregate	\$1,000,000
* Pers. & Advert. Injury	\$1,000,000
* Each Occurrence	\$1,000,000
* Fire Damage (any one fire)	\$50,000
* Medical Exp. (any one person)	\$5,000

(b) **Comprehensive Auto Liability Insurance must include the following coverage:**

- *Any Automobile
- *Hired Automobiles
- *Non-owned Automobiles

Minimum Limits: BODILY INJURY LIABILITY

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$1,000,000	\$1,000,000

(c) **Excess Liability Insurance must include Umbrella Form Coverage**

Minimum Limits:

<u>EACH OCCURRENCE</u>	<u>AGGREGATE</u>
\$1,000,000	\$1,000,000

(4) The Consultant shall procure and maintain Worker's Compensation Insurance and New York State Disability Benefit Insurance as required by the Laws of the State of New York. Failure to maintain such insurance throughout the life of this Agreement shall render this written Agreement void and of no effect. The minimum limits for Employers Liability Insurance, which may be met through a combination of Employer Liability Insurance and Excess (Umbrella) Liability insurance, shall be as follows:

Each Accident:	\$1,000,000
Aggregate:	\$1,000,000
Policy Limit:	\$1,000,000

(5) Upon execution of the Contract, the Consultant shall furnish the Town with a certificate(s) of insurance, which certificates shall list the required coverage, specifically naming the Town of Babylon, its agents, servants and employees as additional insured and certificate holders and shall

state that the policies shall not be changed or cancelled until sixty (60) days after notice has been given to the Town by the insurance carrier. Said certificate(s) shall be submitted for approval as to form to the Town Attorney's Office prior to or at the time of the signing of this Agreement and copies thereof filed with the Town Attorney's Office. In the event the Consultant shall fail to provide the certificate(s) of insurance or to maintain any insurance required by this Agreement the Town may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the Consultant under this Agreement or any other Agreement between the Town and the Consultant. The Consultant shall inform the Town of the Umbrella or Excess Liability carrier's name, if one exists. The Town shall also be informed of the policy number for said policy and the limit of coverage. Failure to disclose to the Town the existence and information concerning the excess policy may render this Agreement null and void by the Town. All liability insurance policies, with the exception of the Professional Liability (Errors and Omissions) policy shall be on an occurrence basis and not on "claims made" policies.

(6) The Consultant shall provide a certificate of insurance indicating that the Consultant has obtained Professional Liability insurance with policy limits as follows:

Per Claim:	\$1,000,000
Aggregate:	\$2,000,000

The Professional Liability policy shall be on a "claims made" basis.

Schedule D Cost Proposal

**RFP NO. 15G43,
REQUEST FOR PROPOSALS FOR APPLICATION PREPARATION AND DEVELOPMENT
OF A COMPREHENSIVE DRAINAGE INFRASTRUCTURE MASTER PLAN FOR
THE VILLAGE OF LINDENHURST**

NAME OF PROPOSER: _____

TOTAL LUMP SUM NOT TO EXCEED:

\$ _____

In Words

\$ _____

In Figures

All fees to be included in the lump sum.

Please include the names, titles and hourly rates for each individual to be associated with this project

Reimbursable expenses to be invoiced at actual cost.

SCHEDULE E

TOWN OF BABYLON QUESTIONNAIRE

AND REQUIRED FORMS

REQUEST FOR INFORMATION QUESTIONNAIRE

Please answer all questions. For any question left not answered, please note the exclusion with an N/A or an explanation.

1) Legal Name: _____

2) Address of Place of Business: _____

3) Mailing Address (if different): _____

Federal I.D. No. or Social Security No.: _____

Phone: _____

Fax: _____ Email address: _____

4) The bidder is a (check one): ___ Sole Proprietorship; ___ Partnership; ___ Corporation

Other (*please describe*): _____

5) If the Contractor is a Joint Venture, or Partnership, please list all partner firms and/or parties to the Joint Venture below. All partners and/or parties listed are also required to individually complete a separate Contractor Responsibility Form.

(i) Partner/Party name: _____

TIN, EIN, or SSN: _____

Percentage of Ownership: _____

(ii) Partner/Party Name: _____

TIN, EIN, or SSN: _____

Percentage of Ownership: _____

6. State or country under whose laws Contractor is organized and year organized:

7. Does the Contractor now use or, in the past ten (10) years has it used, TIN, EIN, doing business as or "DBA", name, trade name or abbreviation other than the Contractor's name or TIN, or EIN number listed in Part I.B. above? ___ Yes ___ No
Please provide details: _____

8) Describe the Firm's ownership structure. Please explain any recent (within the last five years) or pending changes in the ownership structure. Please provide a schedule detailing the amount of firm ownership held by employees and/or outside parties.

9) Provide a list of the senior members of the Firm's management team and the structure of their employment contracts with the Firm. Please include professional biographies for the management team and all other Private Equity investment professionals in the Biography Appendix.

10) Name, title, address and phone number of person to have overall responsibility for this project.

11) List all subcontractors and consultants and provide their qualifications and expected area of jurisdiction within this project.

The following questions apply to any bid, proposal, or contract between Contractor and the Town of Babylon, any other state, any public authority or other public entity, the United States government, and subsidiaries.

(If the answer to any question is "YES," Contractor must provide all relevant information on a separate sheet annexed hereto). Please check this box if a separate sheet is attached ()

The following questions apply to: i) Contractor, Contractor's parent, subsidiaries and affiliates of Contractor (if any); ii) any joint venture (including its individual members) and any other form of partnership (including its individual members) which includes Contractor or Contractor's parent, subsidiaries, or affiliates of Contractor, iii) Contractor's directors, officers, principals, managerial employees, and any person or entity with a 10% or more interest in Contractor; iv) any legal entity controlled, or 10% or more of which is owned, by Contractor, or by any director, officer, principal, managerial employee of Contractor, or by any person or entity with a 10% or more interest in Contractor.

12) Within the past ten (10) years, has Contractor been declared not responsible?
Yes_____ No_____ If YES, please provide details:

13) Has Contractor been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting?

Yes _____ No _____ If YES, please provide details: _____

14) Is there a proceeding pending relating to Contractor's responsibility, debarment, suspension, or qualification to receive a public contract?

Yes _____ No _____ If YES, please provide details: _____

15) Within the past ten (10) years, has Contractor defaulted on a contract or been terminated for cause?

Yes _____ No _____ If YES, please provide details: _____

16) Has a government agency or other public entity requested or required enforcement of any of its rights under a bond or surety agreement on the basis of the Contractor's default or in lieu of declaring Contractor in default?

Yes _____ No _____ If YES, please provide details: _____

17) Has your firm defaulted or been terminated on, or had its surety called upon to complete any contract awarded within the past ten years?

_____ Yes _____ No If so, give date(s), agency(ies)/owner(s), project(s), contract number(s), and describe, including the result. _____

18) Name the surety company to whom you intend to apply for a performance bond and license fee bond. _____

19) Has the proposer or any principal, during the past seven (7) years filed for bankruptcy, or been declared bankrupt as an individual, and/or officer of any other corporation, partnership, or LLC?

Yes _____ No _____ If YES, state date, court jurisdiction, amount of liabilities and amount of assets:

20) Details regarding any pending lawsuits, any previous contracts for which the firm or individual has been found to be in default, any indictments, judgments, defaults, convictions, or any principals or employees both present and past debarment from federal contracts.

21) Have you ever been disqualified from a bid or had a bid rescinded?
_____ Yes _____ No If yes, please provide details. Use additional sheets if necessary.

22) List and describe any liquidated damages assessed, and/or liens or claims filed against your firm and remaining undischarged or satisfied for more than 90 days on any contracts within the past ten years.

23) Within the past ten years has your firm, any affiliate, any predecessor company or entity, owner of a 5% or more of the firm's shares, director, officer, partner or proprietor been the subject of:

A. a judgment of conviction or pleaded nolo contendere to (1) any felony or (2) a misdemeanor related to truthfulness in connection with business conduct under state or federal law?

Yes _____ No _____ If YES, please provide details: _____

B. an indictment or has pending before any state or federal grand jury or court an indictment or information of the commission of a crime which has not been favorably terminated.

Yes _____ No _____ If YES, please provide details: _____

C. a pending investigation by any grand jury, commission, committee or other entity or agency or authority of any local, state, or the federal government in connection with the commission or alleged commission of a crime.

Yes _____ No _____ If YES, please provide details: _____

D. a bid disqualification or is currently disqualified from selling or submitting bids/proposals to or receiving awards from or entering into any contract with any federal, state or local government agency, any public authority or any other public entity.

Yes _____ No _____ If YES, please provide details: _____

E. a federal suspension or debarment, New York rejection of any bid or disapproval of any proposed subcontract for lack of responsibility, denial or revocation of pre-qualification in any state, or a voluntary exclusion agreement?

Yes _____ No _____ If YES, please provide details: _____

F. any federal determination of a violation of any labor law or regulation? OSHA serious violation?

Yes _____ No _____ If YES, please provide details: _____

G. any New York State Department of Labor or other State agency determination of a violation of any labor law or regulation?

_____ Yes _____ No Public Violation? _____ Yes _____ No Was violation deemed willful? _____ Yes _____ No If yes, please provide details.

H. a revocation of DBE, MBE, or WBE certification?

_____ Yes _____ No If yes, please provide details.

I. a rejection of a low bid on a State contract for failure to meet statutory affirmative action or W/MBE requirement?

_____ Yes _____ No If yes, please provide details.

J. any pending litigation against your firm?

_____ Yes _____ No If yes, please provide details.

24) Within the past ten (10) years, has refused to testify or to answer any question concerning a bid or contract with any federal, state, or local government agency, any public authority or any other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither the person's statement nor

any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.

Yes No If yes, please provide details.

25) Is currently disqualified from selling or submitting a bid to, or receiving an award from, or entering into any contract with any public entity or public authority within the State of New York because, within the past ten (10) years, such entity or person refused to testify or to answer any relevant question concerning a transaction or contract with the State of New York, any political subdivision of the State of New York, or a public authority or a public department, agency or official of the State of New York or of a political subdivision of the State of New York, when called before a grand jury or other state or local department, commission or agency which is empowered to compel the attendance of witnesses and examine them under oath, upon being advised that neither that person's statement nor any information or evidence derived from such statement will be used against that person in any subsequent criminal proceeding.

Yes No If yes, please provide details.

26) Has within a ten (10) year period preceding this Bid/Proposal been convicted of or had a civil judgment rendered against it for or in relation to: (i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (ii) collusion with another person or entity in connection with the submission of bid/proposals; (iii) violation of federal or state antitrust statutes or False Claims Acts; or (iv) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement(s) or receiving stolen property.

Yes No If yes, please provide details.

27) **Provide any legal or regulatory complaints, litigations, arbitrations, reparations, or other proceedings (pending or resolved) against or by your firm, any affiliate, any predecessor company or entity, owner of a 5% or more of the firm's shares, director, officer, partner or proprietor in the past ten years.**

28) Has any officer or partner of your organization ever failed to complete a contract handled in his own name?

29) In the past ten (10) years, has your firm been a subcontractor on any contract with the Town of Babylon ? YES___NO_____

30) In the past ten (10) years, have there been any judgments, injunctions, or liens of \$100,000 or more, including but not limited to, judgments based on taxes owed, fines and penalties assessed by a government agency against Contractor at any time?

Yes No If yes, please provide details.

31) Are there any judgments, injunctions, or liens for \$100,000 or more each against Contractor that remain open, unsatisfied or in effect today?

Yes No If yes, please provide details.

32) During the past ten (10) years, has the Contractor failed to file any applicable federal, state or local tax return?

Yes No If yes, please provide details.

33) Does the Contractor own or rent office space? Please provide details.

Yes No If yes, please provide details.

34) Does any principal owner or officer of the Contractor, or any member of his/her immediate family, have an ownership interest in any entity that holds the title or lease to any real property used by the Contractor?

Yes No If yes, please provide details.

35) Does Contractor share office space, staff, equipment, or expenses with any other entities?

Yes No If yes, please provide details.

36) List all contracts completed during the last three (3) years. If more than three (3) contracts have been completed in the past three (3) years, list the last three (3) contracts completed.

a. Brief description of work performed: _____

Contract number: _____

Dollar amount of award: _____

Date completed: _____

Name/Telephone number of company and owner's representative: _____

Dollar amount at completion: _____

TOWN OF BABYLON
DISCLOSURE STATEMENT

In connection with the submission of this bid for:

(Name of Bidder)

I, _____ the (applicant herein, an officer or agent of the corporate applicant) namely its _____ (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest

Name	Address	Date of Birth
------	---------	---------------

(In case of corporations, all officers of the corporation, and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary.)

2. The following persons listed in (1) above are related by blood, or marriage, to an officer or employee of the Town.

Name	Relationship	Name/Position of Employee/Officer
------	--------------	-----------------------------------

3. The following persons listed in (1) above are state or local officers or employees, or members of a board of commissioners or local public authorities, or other public corporation within Suffolk (exclusive of a volunteer fireman or civil defense volunteer):

Name	Employee	Position
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TOWN OF BABYLON

IMMUNITY CLAUSE

In accordance with Sections 103-a and 103-b of the General Municipal Law, upon the refusal of a person to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions when called before a grand jury, head of a state department, temporary state commission, organized crime task force in the department of law or other state agency, which is empowered to compel attendance of witnesses and examine them under oath to testify concerning this contract, such person and any firm, partnership or corporation of which he is a member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to, or receiving awards from, or entering into any contracts with the Town of Babylon, its departments, agencies or officials thereof, for goods work or services, for a period of five years after such refusal. The Town of Babylon may terminate any and all contracts made by the Town, its departments, agencies or officials, with such person and with any firm, partnership, or corporation, of which he is a member, partner, director or officer, without incurring any penalty or damages. However, any monies owed for goods delivered or work done prior to cancellation shall be paid. This condition shall be further subject to any other provisions or subsequent amendments to Sections 103-a and 103-b of the General Municipal Law.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number															
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or

Employer identification number														
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit A

Supplementary Contract Conditions



GOVERNOR'S OFFICE OF STORM RECOVERY

Andrew M. Cuomo
Governor

James Rubin
Executive Director



EXHIBIT A

SUPPLEMENTARY CONDITIONS FOR CONTRACTS

Pursuant to Community Development Block Grant Disaster Recovery Subrecipient Agreement

Instructions for Subrecipient

- (1) Pursuant to the Subrecipient Agreement, these Supplementary Conditions shall be incorporated into all contracts, subcontracts and lower-tiered subcontracts issued under the Subrecipient Agreement. Accordingly, Subrecipient shall:
 - a. Incorporate these Supplementary Conditions into all contracts under this Subrecipient Agreement;
 - b. Require all contractors to incorporate these Supplementary Conditions in all subcontracts; and
 - c. Require all contractors to require their subcontractors incorporate these Supplementary Conditions in all lower-tiered subcontracts.
- (2) Subrecipient shall include this package of Supplementary Conditions as part of the bid packages for all contracts, with the following information added to the Introductory Statement:
 - a. Fill in Project, Project Location, Subrecipient name and address, and Contract Number on the first page of the Introductory Statement.
 - b. Fill in Subrecipient name in the signature block on the second page of the Introductory Statement.
 - c. Attach Insurance Requirements for the Project as Attachment A to the Introductory Statement.
- (3) With respect to the Davis-Bacon Act, Subrecipient shall include appropriate wage determinations in all bid packages, as applicable. Such wage determinations shall also be included in contracts between the subrecipient and construction contractors.
- (4) As part of the bidding process, Subrecipient shall collect the following from all bidders (PROC

forms included in Part 6):

- a. Introductory Statement, with bidder's name and address filled in where Contractor's name and address is required, executed by bidder. Per Instruction No. 6, Subrecipient need not execute until a bidder is selected, whereby Subrecipient shall execute with other contract documents.
- b. Form PROC-1 (EEO Staffing Plan);
- c. Form PROC-2 (M/WBE Utilization Plan); and
- d. Form PROC-3 (Request for Waiver Form) – if a waiver is sought.

Subrecipient shall appropriately consider in its award decision the information provided in the above referenced forms as indicia of the bidders' ability to comply with related terms of the prospective contract.

(5) Upon execution of a contract, Subrecipient shall execute and date the Introductory Statement, and Contractor shall execute the following forms (included in Part 6):

- a. Form PROC-4 (M/WBE and EEO Policy Statement); and
- b. Form PROC-8 (EEOC Statement).

(6) Following execution of a contract, Contractor shall complete and submit the forms included in Part 6 pursuant to the instructions set forth on the forms. Of note:

- a. The following form is required to be completed weekly and retained:
 - i. Form WH-374 (Federal Payroll Form) – As of September 11, 2014, this form is available at <http://www.dol.gov/whd/forms/wh347.pdf>.
- b. The following forms have quarterly submission requirements, as set forth in their instructions (except as indicated below):
 - i. Form PROC-5 (Workforce Employment Utilization);
 - ii. Form PROC-6 (MWBE Quarterly Report);
 - iii. Form ADM-123 (Cumulative Payment Statement);
 - iv. Form ADM-146 (Affirmation of Income Payments to MBE/WBE); and
 - v. Form HUD 60002 (Section 3 Summary Report) – which shall be completed quarterly notwithstanding the annual reporting requirement set forth in its instructions.
 - vi. Form HUD 2516 (Contract and Subcontract Activity).

- vii.
 - c. The following form has monthly submission requirements, as set forth in its instructions:
 - i. Form ADM-136 (Monthly Employment Utilization Form).
 - d. The following form has semi-annual submission requirements and should be submitted to Monitoring and Compliance, Governor's Office of Storm Recovery, 25 Beaver Street, New York, NY 10004:
 - i. Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) – Fillable form available at <http://www.hud.gov/offices/adm/hudclips/forms/hud4.cfm>.
 - e. There is no Form PROC-7.
- (7) Subrecipient shall instruct all contractors to follow these instructions for all subcontracts and lower-tiered subcontracts.
- (8) Due to the funding nature of the Subrecipient Agreement, both federal and state requirements are required to be flowed down to contractors and subcontractors at all tiers as delineated in this Exhibit A. As a result:
- a. References to any federal or state entity, such as the State of New York or HTFC, shall be construed as follows:
 - i. For contracts – references to any federal or state entity shall refer to the Subrecipient that is procuring goods and/or services under the subject contract. However, the term shall not be construed to refer to the Subrecipient in those instances where a provision relates to a right or activity that is of a governmental nature (e.g., enforcement of laws, audit rights, etc.). If the Subrecipient is a unit of governmental authority (e.g., a state, county, or local government entity), references to the federal or state entity shall be construed to encompass the governmental Subrecipient, as well as applicable federal or state entities.
 - ii. For subcontracts (at all tiers) – references to any federal or state entity shall refer to the contractor or higher-tiered subcontractor that is procuring goods and/or services under the subject contract. However, the term shall not be construed to refer to the contractor or higher-tiered subcontractor in those instances where a provision relates to a right or activity that is of a governmental nature (e.g., enforcement of laws, audit rights, etc.).
 - b. References to “Subrecipient” and “contractor” shall be construed as follows:
 - i. For contracts – references to “Subrecipient” shall be deemed to refer to the contractor, and references to “contractor” shall be deemed to refer to the

applicable subcontractor.

- ii. For subcontracts (at all tiers) – references to “Subrecipient” shall be deemed to refer to the applicable subcontractor, and references to “Contractor” shall be deemed to refer to the applicable lower-tiered subcontractor.

**Governor's Office of Storm Recovery
Supplementary Conditions for Contracts**

INTRODUCTORY STATEMENT

“Project” or “Program”: [Insert]

Project Location: [Insert]

“Subrecipient”: [Insert Name and Address]

“Contractor”: [Insert Name and Address]

Contract Number: [Insert]

“Insurance Requirements”: See Attachment A to Introductory Statement

Housing Trust Fund Corporation (“HTFC” or “Grantee”), acting through the Governor’s Office of Storm Recovery (“GOSR”) has entered into a Subrecipient Agreement with the Subrecipient for a grant of Community Development Block Grant Disaster Recovery (“CDBG-DR”) funds for purposes of the design and construction of the Project (the “Subrecipient Agreement”). This grant represents a portion of CDBG-DR funds received or to be received under the Federal CDBG-DR program administered by the U.S. Department of Housing and Urban Development (“HUD”) to fund necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure, and housing and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared due to Hurricane Sandy and other eligible events (subject to the Federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously or hereafter granted by HUD).

Subrecipient is a municipal government or other government agency, which will use its own form contracts and other project agreements for the Project. However, as a condition to receiving CDBG-DR funds for the Project, Subrecipient is required to include these Supplementary Conditions in each contract which it enters into for the applicable project and to require all contractors to include these Supplementary Conditions in every subsequent subcontract and lower-tiered subcontracts so that such provisions are binding upon each contractor, subcontractor and lower-tiered subcontractor. Among other things, as set forth more specifically below, these Supplementary Conditions (a) include GOSR requirements which may not otherwise be included in the contract; (b) define the order of precedence for the interpretation and enforcement of the various parts and provisions of the contract (including these Supplementary Conditions); and (c) add certain other provisions which GOSR deems necessary or desirable for the orderly administration and enforcement of the contract. For purposes of subcontracts, references in these Supplementary Conditions to “Subrecipient” shall be deemed to refer to Contractor, and references to “Contractor” shall be deemed to refer to the applicable subcontractor. For purposes of lower-tiered subcontracts, references in these Supplementary Conditions to “Subrecipient” shall be deemed to refer to the applicable subcontractor, and references to “Contractor” shall be deemed to refer to the applicable lower-tiered subcontractor.

Accordingly, Subrecipient and Contractor have signed below to evidence their agreement to (a) incorporate into the contract these Supplementary Conditions (which shall be deemed “Contract Documents” under the contract), (b) include these Supplementary Conditions in all subcontracts under the contract, and (c) require that all subcontractors reproduce these Supplementary Conditions in all lower-tiered subcontracts under the contract. By signing below, contractor agrees to comply with the terms and

conditions of these Supplementary Conditions and to complete and submit the forms contained herein as required under these Supplementary Conditions and the instructions on the forms. Contractor hereby certifies, affirms, stipulates, represents and warrants to all provisions contained herein requiring such certification, affirmation, stipulation, representation or warranty, as applicable.

DATE: _____

SUBRECIPIENT
[INSERT SUBRECIPIENT NAME]

By: _____
Name:
Title:

CONTRACTOR
[INSERT CONTRACTOR NAME]

By: _____
Name:
Title:

Attachment A to Introductory Statement

INSURANCE REQUIREMENTS

[Insert or attach Insurance Requirements]

TABLE OF CONTENTS

PART 1 ORDER OF PRECEDENCE OF DOCUMENTS

Establishes the priority of the requirements set forth within the Parts of these Supplementary Conditions and the priority of these Supplementary Conditions with respect to the remainder of the contract.

PART 2 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY SUBRECIPIENT AGREEMENT – REQUIRED TERMS FOR CONTRACTS (“REQUIRED TERMS”)

Sets forth the required contract language to be inserted into the contract and all subcontracts under the contract to satisfy the requirements of the Subrecipient Agreement.

PART 3 HUD GENERAL PROVISIONS

Sets forth the HUD requirements applicable to the contract and all subcontracts under the contract pursuant to the Subrecipient Agreement.

PART 4 PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN REQUIREMENTS AND PROCEDURES FOR CONTRACTS WITH HTFC (“HTFC M/WBE REQUIREMENTS”)

Sets forth the HTFC M/WBE requirements applicable to the contract and all subcontracts under the contract pursuant to the Subrecipient Agreement.

PART 5 STANDARD CLAUSES FOR CONTRACTS WITH THE HOUSING TRUST FUND CORPORATION (“HTFC STANDARD CLAUSES”)

Sets forth the HTFC standard clauses applicable to the contract and all subcontracts under the contract pursuant to the Subrecipient Agreement.

PART 6 REQUIRED DIVERSITY FORMS AND CONSTRUCTION REQUIREMENTS

- 6A – HUD Diversity Forms
- 6B – HTFC Diversity Forms
- 6C – Construction Requirements and Procedures for Contracts with HTFC

Includes standard forms required pursuant to the HUD General Provisions, HTFC M/WBE Requirements and HTFC Standard Clauses. Such forms shall be completed and submitted by Contractor as required by their instructions and the terms of these Supplementary Conditions.

PART 1

ORDER OF PRECEDENCE OF DOCUMENTS

PART 1

ORDER OF PRECEDENCE OF DOCUMENTS

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) The Instructions for Subrecipient; then
- (2) The HUD General Provisions (Part 3); then
- (3) The HTFC M/WBE Requirements (Part 4); then
- (4) The HTFC Standard Clauses (Part 5); then
- (5) The Required Contract Terms (Part 2);

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

PART 2

**COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY SUBRECIPIENT AGREEMENT**

REQUIRED TERMS FOR CONTRACTS

PART 2

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY SUBRECIPIENT AGREEMENT

REQUIRED TERMS FOR CONTRACTS

A. Insurance & Bonding

Contractor shall carry, and shall cause its subcontractors and sub-subcontractors to carry, the insurance coverage set forth in Attachment A - Insurance Requirements attached hereto to the Introductory Statement to these Supplementary Conditions.

B. Civil Rights

1. Compliance

Contractor agrees to comply with the New York State Human Rights Law and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCD Act are still applicable.

3. Land Covenants

The Subrecipient Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under the Subrecipient Agreement, Contractor shall cause or shall require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that Grantee and the United States are beneficiaries of, and entitled to enforce, such covenants. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Contractor agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any federally assisted program. Subrecipient shall provide Contractor with certain guidelines for compliance with that portion of the regulations in force during the term of the contract.

C. Affirmative Action

1. Approved Plan

Contractor agrees that it shall be committed to carry out, pursuant to Subrecipient's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. Subrecipient shall provide certain Affirmative Action guidelines to Contractor to assist in the formulation of such program. Contractor shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Minority- and Women-Owned Businesses (M/WBE)

a. Federal Requirements

Contractor shall comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 24 CFR 85.36 or 84.44, as applicable.

Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Contract Terms, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

b. HTFC Requirements

Pursuant to New York State Executive Law Article 15-A ("Article 15-A"), HTFC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and/or women-owned business enterprises ("M/WBEs") in the performance of certain HTFC-funded subrecipient agreements, and all HTFC-funded contracts and subcontracts. HTFC values affording M/WBEs the opportunity to participate in the performance of these subrecipient agreements, contracts and subcontracts to be awarded under this project. Accordingly, Contractor certifies that it has made and will continue to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of non-governmental sub-

subrecipients, contractors and their subcontractors at all tiers on this project, in an amount equal to fifteen percent (15%) minority-owned business enterprises (“MBE”) and fifteen percent (15%) women-owned business enterprises (“WBE”) of the total dollar value of this project. These participation goals are applicable to the contract as set forth in Part 4 of these Supplementary Conditions and will be monitored by HTFC.

Contractor and its subcontractors at all tiers shall comply with the aforementioned M/WBE requirements as set forth in the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust Fund Corporation, attached hereto as Part 4 of these Supplementary Conditions. In accordance with those requirements, Contractor shall submit, and shall require all covered subcontractors at all tiers to submit the required M/WBE documentation, including utilization plans and quarterly reports, to Subrecipient.

Contractor shall provide quarterly reporting of M/WBE data in a form acceptable to Subrecipient, which may require Contractor to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient with copies of subcontractor and lower-tiered subcontractor M/WBE documentation as supporting documentation. Notwithstanding the provisions of such reports and supporting documentation, Contractor and its subcontractors at all tiers shall maintain copies of all reports and supporting documents as set forth in these Required Terms.

3. Equal Employment Opportunity (“EEO”) and Non-Discrimination

a. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

b. Non-Discrimination

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

c. HTFC Requirements

Pursuant to New York State Executive Law Article 15-A (“Article 15-A”), HTFC recognizes its obligation under the law to promote opportunities for the employment of minority group members and women in the performance of HTFC-funded contracts.

Contractors and its subcontractors at all tiers shall comply with the equal employment opportunity (“EEO”) requirements found in the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with Housing Trust

Fund Corporation, attached hereto as Part 4 of these Supplementary Conditions. In accordance with those requirements, Contractor shall submit and shall require all covered subcontractors at all tiers to submit the required documentation, including an EEO policy statement, staffing plan, and quarterly reports to Subrecipient. Contractor shall provide quarterly reporting of EEO data in a form acceptable to Subrecipient, which may require Contractor to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient, with copies of subcontractor and lower-tiered subcontractor EEO documentation as supporting documentation. Notwithstanding the provision of such reports and supporting documentation, Contractor and its subcontractors at all tiers shall maintain copies of all reports and supporting documents as set forth in these Required Terms.

4. Retention

Contractor shall retain all records pertinent to these Required Terms for a period of five (5) years. The retention period begins on the date of the submission of Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Subrecipient Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then all such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

5. Access to Records

Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Subrecipient, Grantee, HUD or its agent, the Comptroller General of the United States, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

D. Employment Restrictions

1. Labor Standards

Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of the contract. Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and Grantee for review upon request. If Contractor is engaged under a contract in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under the Subrecipient Agreement, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all

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

2. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided under the Subrecipient Agreement and binding upon Grantee, Subrecipient, Contractor, and any of Contractor's subcontractors and lower-tiered subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient, Contractor, and any of Contractor's subcontractors and lower-tiered subcontractors, as well as their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subsequent contracts and subcontracts executed under the contract:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-DR funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-DR funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low-

and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Contractor certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Contracts

Contractor will take appropriate action, pursuant to any such agreement, upon a finding that a subcontractor or lower-tiered subcontractor is in violation of regulations issued by HUD. Contractor will not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

d. Reporting

Irrespective of any applicable Federal reporting requirements, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Required Terms.

PART 3

HUD GENERAL PROVISIONS

PART 3

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"). In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at <http://www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf>.

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.

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 TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD

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 shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations.

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

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 flow down 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

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)

The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

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)

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

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 Contractor 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 Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and 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
(As required by applicable thresholds)

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).

31. FAIR HOUSING ACT

Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Please visit http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_11868.pdf for more information

PART 4

**PARTICIPATION BY MINORITY GROUP MEMBERS
AND WOMEN**

**REQUIREMENTS AND PROCEDURES
FOR CONTRACTS WITH
HOUSING TRUST FUND CORPORATION**

PART 4

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN

REQUIREMENTS AND PROCEDURES FOR CONTRACTS WITH HOUSING TRUST FUND CORPORATION

I. General Provisions

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

II. Contract Goals

- A. For purposes of this procurement, the Corporation hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established in section III-A, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

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

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and

intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Corporation for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement (Form PROC-8) to the Corporation within seventy two (72) hours after the date of the notice by Corporation to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Corporation may provide the Contractor or Subcontractor a model statement (see Form PROC-4 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of sections (a) through (c) of this subsection and paragraph "E" of this section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Contract.

C. Form PROC-1- Staffing Plan

To ensure compliance with this section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

D. Form PROC-5 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a Contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Corporation of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

Reports should be submitted by email to: MWBE_EEOCreports@stormrecovery.ny.gov.

2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the subject Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

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

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form PROC-2) either prior to, or at the time of, the execution of this Contract.

- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Part.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this Contract. Upon the occurrence of such a material breach, the Corporation shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form PROC-3 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Corporation shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Corporation, upon review of the Utilization Plan and updated Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Corporation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form PROC-6) to the Corporation by the 10th day following each end of quarter (i.e., March 31st, June 30th, September 30th, and December 31st) over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Reports should be submitted by email to: MWBE_EEOCreports@stormrecovery.ny.gov.

VII. Liquidated Damages - MWBE Participation

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

section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Corporation.

PART 5

**STANDARD CLAUSES FOR CONTRACTS
WITH THE HOUSING TRUST FUND CORPORATION**

PART 5

**STANDARD CLAUSES FOR CONTRACTS
WITH THE HOUSING TRUST FUND CORPORATION**

NEW YORK STATE HOUSING FINANCE AGENCY, STATE OF NEW YORK MORTGAGE
AGENCY

NEW YORK STATE AFFORDABLE HOUSING CORPORATION, STATE OF NEW YORK
MUNICIPAL BOND BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING
CORPORATION

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

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

May, 2014

STANDARD CLAUSES FOR AGENCY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than the State of New York ("State")), whether a contractor, 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 (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Agency's or Agencies' right to discovery in any pending or future litigation.

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

The Servicer shall not offer to any employee, member or director of the Agency or Agencies' any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or

promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

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

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

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

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

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

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

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

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

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

(a) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Agency or Agencies' contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

(d) If the procurement of the goods or services provided herein is subject to minority and women-owned participation requirements pursuant to Article 15-A of the Executive Law, the Contractor shall be liable to the Agency or Agencies for liquidated or other appropriate damages and shall provide for other appropriate remedies on account of such breach in the event it is found that the Contractor willfully and intentionally failed to comply with the 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. Please refer to the following link on the Agency's web site to view each of the Agency's Prompt Payment Policies at <http://www.nyshcr.org/AboutUs/Procurement/Contractinformation.htm> or call the Agencies' Contract Officer at (212) 688-4000.

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

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

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

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

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

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

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

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

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

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

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

22. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Agency or Agencies reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Agency or Agencies may exercise their termination right by providing written notification to the Contractor.

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245

Telephone: 518-292-5100

Fax: 518-292-5884

Email: opa@esd.ny.gov

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

NYS Department of Economic Development

Division of Minority and Women's Business Development

633 Third Avenue

New York, New York 10017

Telephone: 212-803-2424

Email: mwb certification@esd.ny.gov

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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.

28. Iran Divestment Act. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Agency.

During the term of the Contract, should the Agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

PART 6

REQUIRED DIVERSITY FORMS AND CONSTRUCTION REQUIREMENTS

The following forms shall be completed and submitted by Contractor as required by the instructions set forth on the forms. Of note:

- (1) As part of the bidding process, Subrecipient shall collect the following forms from all bidders:
 - a. Introductory Statement, with bidder's name and address filled in where Contractor's name and address is required, executed by bidder.
 - b. Form PROC-1 (EEO Staffing Plan);
 - c. Form PROC-2 (M/WBE Utilization Plan); and
 - d. Form PROC-3 (Request for Waiver Form) – if a waiver is sought.

Subrecipient shall appropriately consider in its award decision the information provided in the above referenced forms as indicia of the bidders' ability to comply with related terms of the prospective contract.

- (2) Upon execution of a contract, Contractor shall execute the following forms:
 - a. Form PROC-4 (M/WBE and EEO Policy Statement); and
 - b. Form PROC-8 (EEOC Statement).

- (3) Following execution of a contract, Contractor shall complete and submit the following forms. Of note:

- a. The following form is required to be completed weekly and retained:
 - i. Form WH-374 (Federal Payroll Form) – As of September 11, 2014, this form is available at <http://www.dol.gov/whd/forms/wh347.pdf>.
 - ii. Davis-Bacon Poster – WH-1321 - Every employer performing work covered by the labor standard of The Davis-Bacon and related Acts shall post a notice (including any applicable wage determination) at the site of the work in a prominent and accessible place where it may be easily seen employees. This form/poster is available at:
<http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>.
- b. The following forms have quarterly submission requirements, as set forth in their instructions (except as indicated below):
 - i. Form PROC-5 (Workforce Employment Utilization);

- ii. Form PROC-6 (MWBE Quarterly Report);
 - iii. Form ADM-123 (Cumulative Payment Statement);
 - iv. Form ADM-146 (Affirmation of Income Payments to MBE/WBE); and
 - v. Form HUD 60002 (Section 3 Summary Report) – which shall be completed quarterly notwithstanding the annual reporting requirement set forth in its instructions.
 - vi. Form HUD 2516 (Contract and Subcontract Activity).
- c. The following form has monthly submission requirements, as set forth in its instructions:
- i. Form ADM-136 (Monthly Employment Utilization Form).
- d. :
- e. The following form has semi-annual submission requirements and should be submitted to Monitoring and Compliance, Governor’s Office of Storm Recovery, 25 Beaver Street, New York, NY 10004:
- i. Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) –
Fillable form available at
<http://www.hud.gov/offices/adm/hudclips/forms/hud4.cfm>.
- f. There is no Form PROC-7.

PART 6A. HUD Diversity Forms

This report is to be completed by grantees, developers, sponsors, builders, agencies, and/or project owners for reporting contract and subcontract activities of \$10,000 or more under the following programs: Community Development Block Grants (entitlement and small cities); Urban Development Action Grants; Housing Development Grants; Multifamily Insured and Noninsured; Public and Indian Housing Authorities; and contracts entered into by recipients of CDBG rehabilitation assistance.

Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

This form has been modified to capture Section 3 contract data in columns 7g and 7i. Section 3 requires that the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. Recipients using this form to report Section 3 contract data must also use Part I of form HUD-60002 to report employment and training opportunities data. Form HUD-2516 is to be

Community Development Programs

1. **Grantee:** Enter the name of the unit of government submitting this report.

3. **Contact Person:** Enter name and phone of person responsible for maintaining and submitting contract/subcontract data.

7a. **Grant Number:** Enter the HUD Community Development Block Grant Identification Number (with dashes). For example: B-32-MC-25-0034. For Entitlement Programs and Small City multi-year comprehensive programs, enter the latest approved grant number.

7b. **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7i, the dollar figure would be for the subcontract only and not for the prime contract.

7c. **Type of Trade:** Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7i, the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. **Business Racial/Ethnic/Gender Code:** Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. **Woman Owned Business:** Enter Yes or No.

7i. **Contractor Identification (ID) Number:** Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7g. **Section 3 Contractor:** Enter Yes or No.

7h. **Subcontractor Identification (ID) Number:** Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7i. **Section 3 Contractor:** Enter Yes or No.

7j. **Contractor/Subcontractor Name and Address:** Enter this information for each Previous editions are obsolete.

completed for public and Indian housing and most community development programs. Form HUD-60002 is to be completed by all other HUD programs including State administered community development programs covered under Section 3.

A Section 3 contractor/subcontractor is a business concern that provides economic opportunities to low- and very low-income residents of the metropolitan area (or nonmetropolitan county), including a business concern that is 51 percent or more owned by low- or very low-income residents; employs a substantial number of low- or very low-income residents; or provides subcontracting or business development opportunities to businesses owned by low- or very low-income residents. Low- and very low-income residents include participants in Youthbuild programs established under Subtitle D of Title IV of the Cranston-Gonzalez National Affordable Housing Act. The terms "low-income persons" and "very low-income persons" have the same meanings given the terms 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

firm receiving contract/subcontract activity only one time on each report for each firm.

Multifamily Housing Programs

1. **Grantee/Project Owner:** Enter the name of the unit of government, agency or mortgageor entity submitting this report.

3. **Contact Person:** Same as item 3 under CPD Programs.

4. **Reporting Period:** Check only one period.

5. **Program Code:** Enter the appropriate program code.

7a. **Grant/Project Number:** Enter the HUD Project Number or Housing Development Grant or number assigned.

7b. **Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.

7c. **Type of Trade:** Same as item 7c. under CPD Programs.

7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.

7e. **Woman Owned Business:** Enter Yes or No.

7i. **Contractor Identification (ID) Number:** Same as item 7i. under CPD Programs.

7g. **Section 3 Contractor:** Enter Yes or No.

7h. **Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.

7i. **Section 3 Contractor:** Enter Yes or No.

7j. **Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

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 families. Very low-income persons means 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. Submit two (2) copies of this report to your local HUD Office within ten (10) days after the end of the reporting period you checked in item 4 on the front.

Complete item 7h. only once for each contractor/subcontractor on each semi-annual report.

Enter the prime contractor's ID in item 7i. for all contracts and subcontracts. Include only contracts executed during this reporting period. PHAs/IHAs are to report all contracts/subcontracts.

Public Housing and Indian Housing Programs

PHAs/IHAs are to report all contracts/subcontracts. Include only contracts executed during this reporting period.

1. **Project Owner:** Enter the name of the unit of government, agency or mortgageor entity submitting this report. Check box as appropriate.

3. **Contact Person:** Same as item 3 under CPD Programs.

4. **Reporting Period:** Check only one period.

7a. **Grant/Project Number:** Enter the appropriate program code.

7b. **Amount of Contract/Subcontract:** Same as item 7b. under CPD Programs.

7c. **Type of Trade:** Same as item 7c. under CPD Programs.

7d. **Business Racial/Ethnic/Gender Code:** Same as item 7d. under CPD Programs.

7e. **Woman Owned Business:** Enter Yes or No.

7i. **Contractor Identification (ID) Number:** Same as item 7i. under CPD Programs.

7g. **Section 3 Contractor:** Enter Yes or No.

7h. **Subcontractor Identification (ID) Number:** Same as item 7h. under CPD Programs.

7i. **Section 3 Contractor:** Enter Yes or No.

7j. **Contractor/Subcontractor Name and Address:** Same as item 7j. under CPD Programs.

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 that 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, 12 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-108 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; or (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 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/HAs are to report all contracts/subcontracts.

* The terms "low-income persons" and "very low-income persons" have the same meanings given the terms 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

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.

9. Program Name: Enter the name of the HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e., supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New Hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: Enter the number of Section 3 residents that were employed and trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contacts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts - Self-explanatory

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 such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **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.

Agency Name:	Agency Type: <small>(i.e. COMM, PWA, FEDERAL)</small>	State:	LR2000 Agency ID #: <small>(HUD Use Only)</small>
Period Covered: Check One and Enter Year(s)			
<input type="checkbox"/> Period 1: October 1, ____ to March 31, ____		<input type="checkbox"/> Period 2: April 1, ____ to September 30, ____	
Agency Contact Person:		Agency Contact Phone/E-mail:	

PART I - CONTRACTING ACTIVITY*

Pertains ONLY to projects awarded during the reporting period.

- Number of prime contracts subject to the Davis-Bacon and Related Acts (DBRA) and/or the Contract Work Hours and Safety Standards Act (CWHSSA) awarded this period
Note: Do not include contracts included in previous semi-annual reports
- Total dollar amount of prime contracts reported in item 1 above \$
- List for each contract awarded this period:

Project Name/Number	Contract Amount	Wage Decision Number	Wage Decision Lock-In Date
EXAMPLE: "Boy's Club Renovation # CD54005-65"	"\$0,000,000.00"	"FL040001/Mod 3, 6/25/04, Building"	"07/02/04 bid open date" Lock

*Use additional pages if necessary

WHAT IS THE LOCK-IN DATE? For contracts entered into pursuant to competitive bidding procedures, the bid opening date "locks-in" the wage decision provided that the contract is awarded within 90 days. If the contract is awarded more than 90 days after bid opening, the contract award date "locks-in" the wage decision. For contracts, purchase orders or other agreements for which there is no bid opening or award date, use the construction start date as the lock-in date. However, for projects receiving assistance under Section 8 of the U.S. Housing Act of 1937 or contracts involving a project wage determination, the lock-in rules may vary from above. See Department of Labor Regulations, 29 CFR, Part 1, Section 1.6 and/or HUD Handbook 1344.1, or consult the HUD Labor Relations staff.

WHAT IT ISN'T: Do not use the wage decision publication date, unless that happens to correspond to one of the trigger events described above. If you are not sure about any of this, please feel free to contact the Labor Relations staff in your state or region.

Agency Name:	Agency Type: <small>(e.g. CIOCC, PWA, etc.)</small>	State:	LR2000 Agency ID #: <small>(HUD Use Only)</small>
Period Covered: Check One and Enter Year(s)			
<input type="checkbox"/> Period 1: October 1, _____ to March 31, _____		<input type="checkbox"/> Period 2: April 1, _____ to September 30, _____	
Agency Contact Person:		Agency Contact Phone/E-mail:	

PART II - ENFORCEMENT ACTIVITY*

Pertains to all projects, not just contract(s) awarded during the reporting period.

4. Number of employers against whom complaints were received (list employers and projects involved below):

Employer	Project(s)
-----------------	-------------------

5. (a) Number of cases (employers) referred to HUD Labor Relations for investigation or §5.11 hearing (list referrals below):

(b) Number of cases (employers) referred to the Department of Labor (DOL) for investigation or §5.11 hearing (list referrals below):

Employer	Project	HUD or DOL	Invest. Or Hearing
-----------------	----------------	-------------------	---------------------------

6. (a) Number of workers for whom wage restitution was collected/dispensed:
Report only once; if you previously reported workers for whom restitution was collected, do not report the same workers when funds are dispensed. Include workers to whom restitution was paid directly by the employer.

(b) Total amount of straight time wage restitution collected/dispensed during this period:
Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

(c) Total amount of CWHHSA overtime wage restitution collected/dispensed during this period:
Report only once; if you report funds collected, do not report the disbursement. Include restitution amounts paid directly by the employer as reported on correction certified payrolls.

(d) Total amount of liquidated damages collected:

* Use additional pages if necessary

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 data needed, and completing and reviewing the collection of information. The information is considered non-sensitive and does not require special protection. This information is required to obtain benefits. 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.

All Federal agencies administering programs subject to Davis-Bacon wage provisions are required by Department of Labor (DOL) regulations (29 CFR Part 5, Section 5.7(b)) to submit a report of all new covered contracts/projects and all enforcement activities each six months. In order for HUD to comply with this requirement, it must collect contract and enforcement information from local agencies that administer HUD-assisted programs subject to Davis-Bacon requirements. HUD requests that local agencies complete and submit a Semi-annual Enforcement Report each six months.

Local agencies and HUD must retain a copy of the Semi-annual Enforcement Report in its files.

*Please follow these instructions while compiling the **Semi-Annual Labor Standards Enforcement Report for Local Contracting Agencies (HUD Programs) (form HUD-4710)**.*

Introduction

Department of Labor (DOL) Regulations 29 CFR §5.7(b) require Federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) labor standards to furnish a Semi-Annual Labor Standards Enforcement Report to the Administrator of the Wage and Hour Division. Some HUD programs are administered by state and local agencies for labor standards compliance. HUD must collect information from such agencies in order to capture enforcement activities for all HUD programs in its reports to DOL.

Reporting Periods: **Period 1** October 1 through March 31
Period 2 April 1 through September 30

Report Format: Each agency report consists of two parts:

Part I concerns contracting activity for work awarded during the reporting period;

Part II concerns enforcement activity for all contracts, regardless of the award date.

The HUD Labor Relations staff for your area will send a courtesy reminder shortly before the due date about preparing the report and will remind you of the date your report is due. However, you should maintain accurate records throughout the year of relevant contract information so that you can submit the report timely.

Definitions and Guidance

Part I - Contracting Activity - This part concerns only contracts that were **awarded** during this period. *Do not include contracts that were awarded prior to this period even though the contracts may still be underway. Do include work subject to purchase order or other form of agreement, even if there is no formal contract award.*

Item 1. Enter the total number of prime contracts subject to DBRA/CWHSSA awarded during this period.
Track contracts by award or start of construction - **do not track by bid opening date.** Public Housing Authorities (PHAs), Tribally-designated Housing Entities (TDHEs)/Indian Housing Authorities (IHAs): Include force account work that is subject to DBRA/CWHSSA.

Item 2. Enter the total dollar amount of the contracts and/or PHA/TDHE/IHA force account work reported in Item 1.

Item 3. List each project/contract name, brief descriptive information, number or unique identifier, dollar amount, the wage decision and modification number in the contract, bid opening date, contract award date, and construction start date. Identify which milestone date triggered the wage decision "lock-in" (bid opening date, contract award date or start of construction date, as appropriate). If the project was not subject to sealed bids, indicate "NA" for bid opening date and proceed to identify the other dates.

Part II - Enforcement Activity - This part concerns all enforcement activity no matter when the contract was awarded or construction began.

Item 4. Enter the number of **employers** (contractors, subcontractors, lower-tier subcontractors) against whom complaints were received during the report period. List the names of the employers against whom complaints were received and the projects involved.

Item 5. Enter the number of employers that were referred to HUD Labor Relations or DOL staff for investigations, for hearings on appeal and/or debarment hearings. List the employer, project, and agency (HUD or DOL) to which the case was referred, and the reason for referral - investigation, appeal hearing (DOL Regulations 29 CFR Part 5, Section §5.11) and/or debarment (DOL Regulations 29 CFR Part 5, Section §5.12) hearing.

Item 6. Enter information relative to wage restitution that was **collected and/or disbursed** during the report period. This includes restitution disbursed by the agency; restitution reported on certified payroll correction reports, amounts collected but not disbursed because workers could not be found. Report straight time wage restitution separate from Contract Work Hours and Safety Standards Act (CWHSSA) overtime wage restitution. Also list liquidated damages collected for CWHSSA overtime violations.

PART 6B. HTFC Diversity Forms

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

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

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Workforce by Gender		Workforce by Race/Ethnic Identification					Disabled (M) (F)	Veteran (M) (F)
	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)	Native American (M) (F)		
Officials/Administrators									
Professionals									
Technicians									
Service Maintenance Workers									
Office/Clerical									
Skilled Craft Workers									
Paraprofessionals									
Protective Service Workers									
Totals									

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
SUBMIT COMPLETED WITH BID OR PROPOSAL		

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total workforce.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Workforce by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male (M) or Female (F)

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: _____ **Federal Identification Number:** _____
Address: _____ **Solicitation Number:** _____
City, State, Zip Code: _____ **Telephone Number:** _____
Region/Location of Work: _____ **M/WBE Goals in the Contract:** MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).

PREPARED and APPROVED BY: _____ **DATE:** _____
NAME AND TITLE OF PREPARER (Print or Type): _____

Signature: _____
 Authorized Signature

DATE: _____
TELEPHONE NO: _____
EMAIL ADDRESS: _____

UTILIZATION PLAN APPROVED: YES NO Date: _____
 Contract No: _____
 Contract Award Date: _____
 Estimated Date of Completion: _____
 Amount Obligated Under the Contract: _____
 NOTICE OF DEFICIENCY ISSUED: YES NO
 Date: _____
 NOTICE OF ACCEPTANCE ISSUED: YES NO
 Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.

<p>Offendor/Contractor Name:</p> <p>Address:</p> <p>City, State, Zip Code:</p> <p>By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.</p> <p>Contractor is requesting a:</p> <p>1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial</p> <p>2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial</p> <p>3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____</p>	<p>Federal Identification No.:</p> <p>Solicitation/Contract No.:</p> <p>M/WBE Goals: MBE % WBE %</p> <p>REVIEWED BY: _____ DATE: _____</p> <p>Waiver Granted: <input type="checkbox"/> YES <input type="checkbox"/> MBE <input type="checkbox"/> WBE: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional</p> <p><input type="checkbox"/> Notice of Deficiency Issued _____</p> <p>*Comments: _____</p>
<p>PREPARED BY (Signature):</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</p>	
<p>Name and Title of Preparer (Printed or Typed):</p> <p>New York State Governor's Office of Storm Recovery 25 Beaver Street, 5th Floor New York, NY 10004</p> <p>Email to: MWBE_EEOCreports@stormrecovery.ny.gov</p>	
<p>Date: _____</p>	
<p>Telephone Number: _____ Email Address: _____</p>	
<p align="center">***** FOR AGENCY USE ONLY *****</p>	