CONTRACT FOR SERVICES

THIS AGREEMENT, is made and entered into on March 25, 2014 between COHNREZNICK LLP having its principal office at 1212 Avenue of the Americas, Suite 1200, New York, New York 10036 ("Contractor"), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 ("HTFC").

WITNESSETH:

WHEREAS, HTFC seeks Contractor services for FEMA-PA and HMGP Project Review Assistance for New York State's Storm Recovery Program;

WHEREAS, the Contractor was the successful bidder pursuant to a request for proposals issued by HTFC on October 25, 2013;

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

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

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

STIPULATED AND AGREED as follows:

1. Scope of Services. The Contractor will provide the services as set forth in Exhibit A (the "Services"). The Contractor represents that the Contractor has or shall obtain, or cause to be obtained, all personnel necessary to undertake and provide the Services in a manner satisfactory to HTFC.

2. Period of Agreement. This Agreement shall commence as of January 27, 2014 and shall terminate on July 31, 2014. HTFC may extend this Agreement for up to four terms of up to one year each to provide additional services covered by Exhibit A at the rates provided in Exhibit B (defined below) by writing signed by HTFC and mailed to Contractor. HTFC may terminate this

Agreement upon notice if it determines that the Contractor has failed to comply with the terms of this Agreement. In addition, either party may, upon thirty (30) days prior written notice to the other party, terminate this Agreement. HTFC may also terminate this Agreement for cause in the event it is found that the certificate filed by the Contractor in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, HTFC may exercise its termination right by providing written notification to the Contractor. In the event of termination by HTFC, the Contractor will be entitled to payment for services rendered, and actual out-of-pocket expenses incurred (subject to the limitations set forth in Section 3 below), to the date of termination in accordance with the provisions of this Agreement, subject to any set-off.

3. Compensation. HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B (the "Budget"). Contractor agrees that in no event will the Contractor be paid more than $ 4,000,000.00 for the Services unless authorized in writing by HTFC.

4. Payment Process and Accounting Procedures.

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

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

(c) Invoices for payment must be accompanied by a statement from a principal of the Contractor certifying that the bill presented represents services actually performed exclusively for HTFC. Each invoice shall include a schedule, by transaction, and each schedule shall include, but shall not be limited to: (i) a description of the tasks performed by each person assigned to that particular matter, identified by name and title; (ii) specific identification of reasonable expenses for which the Contractor seeks reimbursement; and (iii) a copy of the MWBE firm's invoice that shall include items (i) and (ii) of this section. All invoices for payment must be emailed to HTFC in PDF format to HTF_Finance_Unit@nyshcr.org (please note underscores between HTF and Finance, and between Finance and Unit). Except as may be specifically provided in the Budget, the Contractor is solely responsible for all the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.

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

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

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

5. Supervision of Services.

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

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

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

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

7. Minority and Women-Owned Business Enterprises and Equal Opportunity.

(a) Contractor will comply, and will cause all its contractors and subcontractors engaged for purposes of this Agreement to comply with the equal opportunity requirements in Appendices I and II.

(b) All reports and submissions required under the provisions of Appendix II shall be shall be submitted, in PDF format, to OFHEO1@nyshcr.org.

(c) Quarterly Reports shall be submitted by April 10th, July 10th, October 10th, and January 10th, ten days following the quarter they cover.

(d) For purposes of this Agreement, HTFC hereby establishes an overall goal of 20%, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10 % for Women-Owned Business Enterprises ("WBE") participation.

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

Exhibit A	Scope of Services
Exhibit B	Budget
Exhibit C	Designation of Depository for Direct Deposit of HTFC Funds
Appendix I	Standard Clauses for all HTFC Contracts
Appendix II	Participation by Minority Group Members and Women Requirements and Procedures for Contracts
Appendix III	CDBG DR Contractual Rider

This Agreement and foregoing exhibits and appendices constitute the entire agreement between the Contractor and HTFC with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.

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

COHNREZNICK LLP

[redacted]

Name: Timothy G. Bender
Title: Partner

HOUSING TRUST FUND CORPORATION

[redacted]

Name: James S. Rubin
Title: Director, Governor's Office of Storm Recovery

EXHIBIT A

SCOPE OF SERVICES

Task Order Scope of Services for Hurricane Irene (4020), Tropical Storm Lee (4031), and Hurricane Sandy (4085)

CohnReznick will provide staff, office space, and equipment necessary to provide services in the following five scope areas along with the required daily project management:

1) Draft and Implement Policies & Procedures;
2) Design and Manage a Tracking System;
3) Collect and Scan Project Worksheets (PW) and Eligible Project Documentation;
4) Determine Project Eligibility I (1/26/2014 – 3/30/2014); and
5) Determine Project Eligibility II (4/1/2014 – 7/31/2014).

The details of the above stated scope areas are provided below.

1) Draft and Implement Policies & Procedures:

CohnReznick will draft and implement policies and procedures to determine U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) eligibility that includes the ability to track expenditures, store documents, and close-out activities.

CohnReznick, working with Housing Trust Fund Corporation (HTFC) and Governor's Office of Storm Recovery (GOSR), will provide written policies and procedures for how to integrate CDBG-DR dollars with Federal Emergency Management Agency – Public Assistance (FEMA-PA) and Hazard Mitigation Grant Program (HMGP) funds and potentially with other federal infrastructure related resources, Environmental Protection Agency (EPA), U.S. Army Corps of Engineers (USACE), and Federal Highway Administration (FHWA) on an expedited basis within 30 days of receipt of an executed contract.

Policies and procedures will define the process for how CohnReznick will review and evaluate project worksheets to determine CDBG-DR eligibility. This shall include programmatic eligibility as defined in the guidelines, a national objective, an eligible activity, and ensuring that PW's meet environmental compliance and with all other Federal, State, and local compliance requirements. Additionally, the policies and procedures shall include a process for the expedited and efficient review and selection of projects that meet CDBG-DR criteria.

The review process outlined in the policies and procedures shall include plans for:

- Maintaining compliance with the statutory and regulatory requirements of HUD;
- Reviewing and collecting demographic data necessary for the defined service area; and
- Accurately assessing the percentage of low and moderate income persons benefitting from the improvements.

CohnReznick shall be responsible for reviewing all documented project costs to ensure that the project worksheets are CDBG-DR reimbursable, including confirmation of Section 105(a) Eligible Activities and required Quarterly Progress Report criteria required for input into HUD's Disaster Recovery Grant Reporting (DRGR) System. Therefore, the policies and procedures developed must ensure that projects recommended for approval will aid the State in meeting the following CDBG-DR statutory requirements:

- Maintaining a system to track how the project worksheets being reviewed will address the State's federal requirement that 50% of the overall allocation benefits census tracts defined as low and moderate income (LMI) persons. This will include alerting HTFC and GOSR about PW's that CohnReznick believes are eligible for CDBG-DR reimbursement and meet LMI criteria.
- Maintaining a system that tracks at the PW level if a PW concerns one of the most impacted counties of Nassau, Suffolk, Rockland, Westchester, and other counties as may be identified. These counties as identified by HUD must receive at least 80% of the Sandy CDBG-DR funds as identified in Federal Register Notice FR–5696–N–01.
- Maintaining a system that tracks at the PW level if a PW concerns one of the most impacted counties of counties of Schoharie, Tioga, Broome, Greene, Delaware, and other counties as may be identified. These counties as identified by HUD must receive at least 80% of the Irene and Lee CDBG-DR overall allocation as identified in Federal Register Notice FR–5628–N–01.
- Maintain a tracking system for PW's from Statewide applicants. All PW's that FEMA classifies as statewide must be analyzed to determine if the work to be performed is in one of the most impacted counties. CohnReznick shall provide documentation on what percentage of the PW is allocated to work in these four counties, so that HTFC and GOSR and the State can meet its threshold requirements.

All required non-federal share match program work related documents and records needed to support CDBG-DR reimbursement requests must be properly maintained, easily compiled for submission, and must be available to the State at any time electronically (after they have been scanned and successfully uploaded into the tracking system). CohnReznick will provide a schedule for scanning and uploading necessary documents. CohnReznick shall be responsible for providing documentation and support materials that document how project closeout related activities associated with utilizing CDBG-DR funds in the non-federal share match program will work, even if it may not be in

this role when close out occurs. The policies and procedures must include information how project documentation will be recorded, stored, and transferred to HTFC and GOSR.

2) **Design and Manage Tracking System:**

CohnReznick will partner with GOSR to design and with GOSR approval, develop and manage a tracking system, utilizing HTFC's and GOSR's server hosted SharePoint site and technical resources, that will include the following:

- Tracking how the project worksheets being reviewed will address the State's federal requirement such that the overall allocation benefits census tracts where 50% of the residents are low and moderate income (LMI) persons as defined by HUD. This will include alerting HTFC and GOSR about PW's that CohnReznick believes are eligible for CDBG-DR reimbursement and meet LMI criteria.
- Tracking at the PW level if a PW concerns one of the most impacted counties of Nassau, Suffolk, Rockland, Westchester, and other counties as may be identified. These counties as identified by HUD must receive at least 80% of the Sandy CDBG-DR funds as identified in Federal Register Notice FR–5696–N–01.
- Tracking at the PW level if a PW concerns one of the most impacted counties of counties of Schoharie, Tioga, Broome, Greene, Delaware, and other counties as may be identified. These counties as identified by HUD must receive at least 80% of the Irene and Lee CDBG-DR overall allocation as identified in Federal Register Notice FR–5628–N–01.
- Tracking PW's from Statewide applicants. All PW's that FEMA classifies as statewide must be analyzed to determine if the work to be performed is in one of the most impacted counties. CohnReznick shall provide documentation on what percentage of the PW is allocated to work in these four counties, so that HTFC, GOSR, and the State can meet its threshold requirements.

All required non-federal share match program work related documents and records needed to support CDBG-DR reimbursement requests must be properly maintained, easily compiled for submission, and must be available to the State at any time electronically (after they have been scanned and successfully uploaded into the tracking system). Tracking system to include GOSR approval of submissions as well as funds drawn, funds spent, and necessary geocoded information linked to other GOSR data management efforts and data warehouse, such that data provided by CohnReznick will allow for necessary internal and external reporting.

3) **Collect and Scan Project Worksheets (PW) and Eligible Project Documentation:**

The current number of project worksheets to review is estimated at 3,000 but is expected to increase as more work is performed. It is also expected that the number of versions per project worksheet will increase. CohnReznick will scan PW's electronically and save all data

and documentation necessary for review and HUD approval in electronic formats as a searchable PDF.

4) **Determine Project Eligibility I (1/26/2014 – 3/30/2014):**

CohnReznick shall be responsible for reviewing all documented project costs to determine project eligibility under CDBG-DR. CohnReznick shall be responsible for reviewing and determining CDBG-DR eligibility for projects related to Hurricane Irene (4020), Tropical Storm Lee (4031), and Hurricane Sandy (4085). This review shall include compliance with environmental reviews and all statutory and regulatory requirements, an accurate determination of a project's service area, collection of demographic data for the defined service area, and an accurate assessment of the percentage of low and moderate income persons benefitting from the improvements.

It is the State's expectation that CohnReznick will complete the initial reviews in time for reimbursement of $30 Million within the current State fiscal year, which ends on March 31, 2014. As such, CohnReznick must complete its review of a sufficient number of PWs by March 30, 2014 to achieve reimbursement of $30 Million in CDBG-DR eligible projects to the State in the current fiscal year. These PWs shall be identified by the State and be of collective value of at least $60 Million (approximately $600 Million in PW value) and will start to be provided to CohnReznick by Monday, February 10, 2014. CohnReznick shall be responsible for reviewing all project-related invoices to ensure that the work as shown in the project worksheets is CDBG-DR reimbursable.

Determining Project Eligibility shall also include the following:

- Prepare written eligibility determinations and work related documents and records needed to support CDBG-DR reimbursement requests, including confirmation of Section 105(a) Eligible Activities and required Quarterly Progress Report criteria required for input into HUD's Disaster Recovery Grant Reporting (DRGR) System;
- Ensure documents are properly maintained, easily compiled for submission, and available upon request or as required;
- Review project documentation for clarity and completeness, as well as consistency and accuracy;
- Coordinate required HUD CDBG-DR project closeout related activities associated with providing match for FEMA-PA and HMGP and other non-federal share match programs; and
- Provide recommendations that will assist the State in meeting program specific and overall CDBG-DR statutory requirements that relate to 50% low to moderate threshold and the disaster specific 80% geographic threshold.

5) Determine Project Eligibility II (4/1/2014 – 7/31/2014):

CohnReznick shall be responsible for reviewing all documented project costs to determine project eligibility under CDBG-DR. CohnReznick shall be responsible for reviewing and determining CDBG-DR eligibility for projects related to Hurricane Irene (4020), Tropical Storm Lee (4031), and Hurricane Sandy (4085). This review shall include compliance with environmental reviews and all statutory and regulatory requirements, an accurate determination of a project's service area, collection of demographic data for the defined service area, and an accurate assessment of the percentage of low and moderate income persons benefitting from the improvements.

Determining Project Eligibility shall also include the following:

- Prepare written eligibility determinations and work related documents and records needed to support CDBG-DR reimbursement requests, including confirmation of Section 105(a) Eligible Activities and required Quarterly Progress Report criteria required for input into HUD's Disaster Recovery Grant Reporting (DRGR) System;
- Ensure documents are properly maintained, easily compiled for submission, and available upon request or as required;
- Review project documentation for clarity and completeness, as well as consistency and accuracy;
- Coordinate required HUD CDBG-DR project closeout related activities associated with providing match for FEMA-PA and HMGP and other non-federal share match programs; and
- Provide recommendations that will assist the State in meeting program specific and overall CDBG-DR statutory requirements that relate to 50% low to moderate threshold and the disaster specific 80% geographic threshold.

CohnReznick proposes the following:

Preliminary Activities and Proposed Deliverables (see the table below)

	Task Name	Duration	Start	Finish
1	**Project Start Up: Tracking System Development and Initial Eligibility & Compliance Reviews**	**35 days**	**2/10/2014**	**3/30/2014**
2	Contractor Kickoff	1 day	2/10/2014	2/10/2014
3	Team Mobilization	3 days	2/10/2014	2/12/2014
4	Policies and Procedures Development	23 days	2/10/2014	3/12/2014

5	SharePoint Orientation	1 day	2/13/2014	2/13/2014
6	PW/CDBG Contractor Staff Training	1 day	2/13/2014	2/13/2014
7	Design Collection and Scanning Protocol	3 days	2/12/2014	2/14/2014
8	Collect & Scan Priority Project Worksheets	30 days	2/17/2014	3/28/2014
9	Development of Performance Metrics and Schedule for Reporting of those Performance Metrics	25 days	2/10/2014	3/14/2014
10	Preliminary Design of Tracking System	35 days	2/10/2014	3/28/2014
11	Determine Project Eligibility I (Priorities I-III)	30 days	2/17/2014	3/30/2014
12	Initial Project Eligibility Reviews	30 days	2/17/2014	3/28/2014
13	Priority I Project Eligibility & Compliance Submission	11 days	2/17/2014	3/3/2014
14	Priority II Project Eligibility & Compliance Submission	10 days	3/4/2014	3/17/2014
15	Priority III Project Eligibility & Compliance Submission	9 days	3/18/2014	3/30/2014
16	Implementation: Tracking System & Management and Eligibility & Compliance Reviews	89 days	3/31/2014	7/31/2014
17	Project Meeting with GOSR	1 day	4/1/2014	4/1/2014
18	Determine Project Eligibility II	88 days	4/1/2014	7/31/2014
19	Collect & Scan Project Worksheets	89 days	3/31/2014	7/31/2014
20	Design and Manage Tracking System	89 days	3/31/2014	7/31/2014
21	Task Order Debriefing	1 day	7/31/2014	7/31/2014

EXHIBIT B

BUDGET

Contractor: CohnReznick LLP

The Housing Trust Fund Corporation (HTFC) shall reimburse the Contractor for services provided in accordance with the agreed-upon scope of services described in Exhibit A at the rates contained in the following pages.

The maximum funds available for services rendered under this Agreement is $ 4,000,000.00. The actual value of this Agreement will be determined by the amount of services requested by HTFC over the term of this Agreement. There is no guaranteed minimum dollar amount for this Agreement.

All invoices for payment must be emailed to HTFC in PDF format to HTF_Finance_Unit@nyshcr.org (please note underscores between HTF and Finance, and between Finance and Unit) and must be in compliance with section 4 of this agreement All invoices must be submitted within sixty (60) days of the date of services provided.

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

New York State Housing Trust Fund Corporation
FEMA-PA and HMGP Project Review Assistance for
New York State's Storm Recovery Program
Task Order Budget for Hurricane Irene, Tropical Storm Lee, and Hurricane Sandy

			1/26/14 - 2/28/14		3/1/14 - 3/31/14		4/1/14 - 4/30/14		5/1/14 - 5/31/14		6/1/14 - 6/30/14		7/1/14 - 7/31/14		SUBTOTALS	
Scope Area	Position/Title	Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Daily Project Management	Project/Program Supervision	[redacted]														
	Project/Program Supervision															
															Daily Project Management Subtotal =	[redacted]
Draft and Implement Policies & Procedures	Manager	[redacted]														
	Management System Support															
	Eligibilty Analyst															
	Policy Analyst															
	Eligibilty Consultant															
	Clerical Support															
															Draft and Implement Policies & Procedures Subtotal =	[redacted]
Design and Manage Tracking System	Manager	[redacted]														
	Management System Support															
	Eligibility Analyst															
	Policy Analyst															
	Eligibility Consultant															
	Clerical Support															
															Design and Manage Tracking System Subtotal =	[redacted]
Collect and Scan Project Worksheets	Manager	[redacted]														
	Management System Support															
	Eligibilty Analyst															
	Policy Analyst															
	Eligibility Consultant															
	Clerical Support															
															Collect and Scan Project Worksheets Subtotal =	[redacted]
Determine Project Eligibility I (1/26/14 - 3/30/14)	Manager	[redacted]														
	Management System Support															
	Eligibilty Analyst															
	Policy Analyst															
	Eligibility Consultant															
	Clerical Support															
															Determine Project Eligibility I Subtotal =	[redacted]

New York State Housing Trust Fund Corporation
FEMA-PA and HMGP Project Review Assistance for
New York State's Storm Recovery Program
Task Order Budget for Hurricane Irene, Tropical Storm Lee, and Hurricane Sandy

Scope Area	Position/Title	Hourly Rate	1/26/14 - 2/28/14		3/1/14 - 3/31/14		4/1/14 - 4/30/14		5/1/14 - 5/31/14		6/1/14 - 6/30/14		7/1/14 - 7/31/14		SUBTOTALS	
			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Determine Project Eligibility II (4/1/14 - 7/31/14)	Manager	[redacted]														
	Management System Support															
	Eligibility Analyst															
	Policy Analyst															
	Eligibility Consultant															
	Clerical Support															

Determine Project Eligibility II Subtotal = [redacted]

Monthly Totals = [redacted]

***Other Direct Costs (ODCs) Allowance =**

Project Surge (20%) Allowance =

TOTALS = [redacted] $ 4,000,000.00

*For our "Other Direct Costs (ODCs) Allowance" CohnReznick agrees to adhere to the General Services Administration (GSA) published guidelines and schedules for state and local government related expenses in accordance with Federal Regulations. Our allowance includes an estimated amount necessary for our full team to be located within a reasonable vicinity of the Governor's Office of Storm Recovery (located at 25 Beaver Street, New York, NY) to achieve the initial 30 day (within 30 days of receipt of an executed contract) policies & procedures deadline and the March 30, 2014 eligibility determination deadline. Upon achieving these objectives, CohnReznick will work with the Governor's Office of Storm Recovery (GOSR) to re-evaluate the team's work locations to achieve continued contract performance and execution while offering the most economical ODC pricing to GOSR for the remainder of the task order. This may require re-estimating the ODC Allowance for the remainder of the task order.

Exhibit C
Housing Trust Fund Corporation
Technical Assistance Contract

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

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

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

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

_____ _____
Signature of Authorized Representative Date

_____ _____
Name of Authorized Representative Title
(Typed or Printed Legibly)

SECTION II (to be completed by Financial Institution)

Name of Financial Institution
Address

Routing Number _ _ _ _ _ _ _ _ _

Account Number _

Account Type Checking Account __ Savings Account __

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

_____ _____
Signature of Authorized Bank Officer Date

_____ _____
Title of Authorized Bank Officer Telephone Number

APPENDIX I

STANDARD CLAUSES FOR CONTRACTS WITH THE

HOUSING TRUST FUND CORPORATION

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

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

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

April, 2013

STANDARD CLAUSES FOR AGENCY CONTRACTS

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

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

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

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

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

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

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

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

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Servicer will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will

be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or 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. <u>EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN</u>. 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. In addition, the Contractor shall execute the Certificate of Interest attached hereto as Exhibit A and incorporated herein.

Please refer to the following link on the Agency's web site to view each of the Agency's Prompt Payment Policies at http://www.nyshcr.org/Agencies/HTFC/Publications/PromptPaymentsReport2012.pdf or http://www.nyshcr.org/AboutUs/Procurement/Contractinformation.htm .

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

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: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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

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

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

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

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

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

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

26. SUSPENSION OF WORK (for Non-Responsibility). The Agencies reserve the right to suspend any or all activities under this Contract, at any time, when the Agency discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Agencies issue a written notice authorizing a resumption of performance under the Contract.

27. Termination (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency staff, the Contract may be terminated by the Agencies at the Contractor's expense where the Contractor is determined by the Agencies to be non-responsible. In such event, the Agencies may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

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

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

April, 2013

APPENDIX II

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

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

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

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

April, 2013

I. General Provisions

A. The Agency(ies) is required to implement the provisions of New York State ("State") Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation (individually, "Agency" and collectively, the "Agencies" or "Agency(ies)"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, State or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix II or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this procurement, the Agency(ies) overall participation goals for Minority and Women-Owned Business Enterprises ("MWBEs") are indicated in the solicitation document and contract.

B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established in section III-A, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: http://www.empire.state.ny.us/MWBE/directorySearch.html .

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

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

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the Agency(ies) within seventy two (72) hours after the date of the notice by Agency(ies) to award the Contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Agency(ies) may provide the Contractor or Subcontractor a model statement (see Form PROC-4 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall

make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

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

C. Form PROC-1 - Staffing Plan

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

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

1. Once a Contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Agency(ies) of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the

information provided related to the actual workforce utilized on the subject Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

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

IV. MWBE Utilization Plan (Form (PROC-2)

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

B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Appendix II.

C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this Contract. Upon the occurrence of such a material breach, the Agency(ies) shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. For Waiver Requests Contractor should use Form PROC-3 – Waiver Request.

B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. If the Agency(ies), upon review of the Utilization Plan and updated Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver

has been issued in regards to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report (PROC-6)

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE #105) to the Agency(ies) by the 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.

VII. Liquidated Damages - MWBE Participation

A. Where the Agency(ies) determines that Contractor is not in compliance with the requirements of this Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Agency(ies) liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency(ies), Contractor shall pay such liquidated damages to the Agency(ies) within sixty (60) days after they are assessed by the Agency(ies) unless prior to the expiration of such sixtieth (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 Agency(ies).

ALL FORMS ARE HYPERLINKED

APPENDIX III

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY (CDBG-DR)
CONTRACTUAL RIDER

1. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. 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.

2. 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 Housing Trust Fund Corporation (HTFC) shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the HTFC, become HTFC's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to HTFC for damages sustained by HTFC by virtue of any breach of the contract by the Contractor, and HTFC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due HTFC from the Contractor is determined.

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

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

4. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by HTFC.

5. ACCESS TO RECORDS

The HTFC, the State of New York, 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 five (5) years following the date of final payment and close-out of all pending matters related to this contract.

7. COPYRIGHTS AND PATENTS

No materials, including, but not limited to, reports, maps, or documents produced as a result of this contract, in whole or in part, shall be the application of a copyright by or on behalf of the Contractor. HTFC, the State of New York and the Federal government reserve a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for government purposes: (a) the copyright to any work developed with CDBG-DR funds and (b) any rights of copyright purchased with CDBG-DR support. HTFC, the State of New York, and the Federal government shall possess all rights to invention or discovery, as well as, rights in data which may arise as a result of Contractor's services. All royalty or license fees applicable to the services provided hereunder shall be paid by the Contractor.

8. 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 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 USC 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 CFR 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 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 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 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 (1) through (4) 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.

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. EXECUTIVE ORDER 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR 60) (Applicable to construction contracts and subcontracts exceeding $10,000)

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

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

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

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

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

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

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

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

11. ANTI-KICKBACK RULES (Applicable to all contracts for construction or repair)

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 "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 insure compliance by the 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.

12. DAVIS-BACON ACT (40 U.S.C.276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5) (Applicable to construction contracts exceeding $2,000)

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.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5) (Applicable to construction contracts exceeding $2,000 and contracts exceeding $2500 that involve the employment of mechanics or laborers)

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 these acts and with other applicable Federal laws and regulations pertaining to labor standards.

14. 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.

15. 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.

16. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Applicable to construction contracts exceeding of $100,000)

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

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR 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 CFR 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 CFR 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 CFR 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 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR 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).

17. <u>SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 793)</u>
(Applicable to contracts exceeding $10,000)

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff

or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The Contractor will notify each labor union 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, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

18. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

19. AGE DISCRIMINATION ACT OF 1975

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. 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.

20. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

21. ASSIGNABILITY

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

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

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

1. No federally 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 any 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 federally 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 any subcontract.

4. 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 entering into this transaction imposed by Section 1352, Title 31, of the US Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

23. CERTIFICATION OF NONSEGREGATED FACILITIES
(Applicable to construction contracts exceeding $10,000)

Contractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her 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.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she 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 he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

24. 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.

25. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless HTFC, 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.