

**MEMORANDUM**

Steven Banks  
Commissioner

Martha A. Calhoun  
General Counsel

Vincent Pullo  
Agency Chief  
Contracting Officer

150 Greenwich Street  
New York, NY 10007

929 221 6347

**DATE:** June 22, 2016  
**TO:** Deborah Bander, Assistant General Counsel  
Mayor's Office  
**FROM:** Cynthia Holland, Director   
Contract Management Division  
**SUBJECT:** **Registered Contract Package - Renewal**  
**PIN:** 14OHEOC04501R01 **EPIN:** 14OHEOC04501R01  
**Contract Number:** CT1 069 20161427706

-----  
Enclosed is your copy of the registered contract package for Provision of Housing Recovery Program Case Management Services which has been awarded to Center for New York City Neighborhoods.

To facilitate prompt payment to the Vendor, invoices with the appropriate documentation (receiving reports, payroll reports, time sheets, etc.) must be carefully reviewed, signed and sent to Accounts Payable within the timeframe set in the Procurement Policy Board Rules. The invoices and accompanying documentation should be mailed to:  
**New York City Human Resources Administration, Accounts Payable, Attn: Madlyn Korman, Director, 150 Greenwich Street, 33rd Floor, New York, New York, 10007**

Please be advised that diligent review and prompt submission of all invoices by the program area to Vendor Payment is critical as all invoices are dated and monitored for prompt vendor payment. Invoices are only to be certified upon registration of an executed contract or purchase agreement to ensure the agency is billed correctly and sufficient funds are available to avoid payment delays.

Pursuant to Section 4-06 of the Procurement Policy Board Rules, the required payment date shall be thirty (30) days upon submission of a proper invoice by the vendor. In compliance with the mandate, the time period between the locations receiving invoice(s) for certification and the return of those invoices Vendor Payment will be audited.

Pursuant to Section 4-01 of the Procurement Policy Board Rules, performance evaluation of the vendor shall conform to the requirements of the contract, including but not limited to, quality and timelessness of performance, fiscal administration and accountability.

The Human Resources Administration shall monitor the vendor's performance against such standards and indicators on an ongoing basis and sufficiently far in advance of the end of the contract term to determine whether an existing contract should be extended, renewed, terminated or allowed to lapse. Notification to the vendor of deficient performance shall be made as soon as practicable, and shall not await the annual evaluation.

If there are any questions do not hesitate to contact me at (929) 221-6355.

cc: Madlyn Korman; Cynthia Holland; S. Lee



**Human Resources  
Administration**

Department of  
Social Services

Office of Contracts

W-2-196  
Rev. 03/15

June 22, 2016

**Steven Banks**  
Commissioner

Christie Peale, Executive Director  
Center for New York City Neighborhoods  
17 Nattery Place, Suite 723  
New York, NY 10004

**Martha A. Calhoun**  
General Counsel

**Vincent Pullo**  
Agency Chief  
Contracting Officer

**Notice of Renewal**  
**Re: Provision of Housing Recovery Program Case Management Services**  
**Contract Number: CT1 069 20161427706**  
**PIN: 14OHEOC04501R01      EPIN: 14OHEOC04501R01**

150 Greenwich Street  
New York, NY 10007

929 221 6347

Dear Ms. Peale:

This is to inform you that the contract with the Human Resources Administration (HRA) referenced above has been registered. The contract term for this action is from 1/1/2016 to 12/31/2016 and the maximum contract amount shall not exceed \$4,347,912.75.

To facilitate prompt payment invoices are to be submitted in accordance with the Submission of Invoices section of the specification. Invoices and deliveries shall be forwarded to the address indicated below. Please reference your Federal Tax Identification Number, an Invoice Number, the assigned Contract Number and the Procurement Identification Number (PIN) on all invoices and correspondence.

Invoices:

New York City  
Human Resources Administration  
Mayor's Office  
250 Broadway, 24th Floor  
New York, NY 10007  
Attn: Deborah Bander  
Phone: (212) 615-8098  
default@default.com

Deliveries:

New York City  
Human Resources Administration  
Mayor's Office  
250 Broadway, 24th Floor  
New York, NY 10007  
Attn: Deborah Bander  
Phone: (212) 615-8098  
default@default.com

Your interest in doing business with the City of New York is appreciated.

Sincerely,

Cynthia Holland, Director  
Contract Management Division

cc: Cynthia Holland; S. Lee

THE CITY OF NEW YORK  
FINANCIAL MANAGEMENT SYSTEM

DATE: 06/03/2016

ADVICE OF AWARD  
EXPENSE/GENERAL CONTRACT

PAGE: 1

FINAL BATCH ID: CT1 069

CONTRACT NUMBER: CT1 069 20161427706

TAXPAYER ID: 830506416

AMENDMENT NUM:

VERSION NUM: 1

VENDOR: 0003102816

VENDOR ADDR IND: 1

OCA NUMBER: 1005370416

CENTER FOR NEW YORK CITY NEIGHBORHOODS, INC.

ALIAS/DBA:

CONTACT: CHRISTI PEALE

PHONE: 646-786-0881

ADDRESS: 17 BATTERY PLACE SOUTH  
SUITE 728  
NEW YORK  
NY  
10004

CONTRACT TITLE: CENTER FOR NEW YORK CITY NEIGHBORHOODS

PIN: 140HEOC04501R01

DESCRIPTION: HOUSING RECOVERY PROGRAM CASE MANAGEMENT SERVICES

ORIGINAL AMT: \$ 4,347,912.75 ORIGINAL START: 01/01/2016 END: 12/31/2016

REVISED AMT: \$ 4,347,912.75 REVISED START: 01/01/2016 END: 12/31/2016

RESP AGENCY: 069

SUBMITTING AGCY: 069

CONTRACT OFFICER:

PHONE:

COMMENTS:

PROVISION OF HOUSING RECOVERY PROGRAM CASE MANAGEMENT SERVICES

CONTRACT TYPE: 70 CLASS: G AWARD METHOD: 10 AWARD LEVEL:  
CATEGORIES 1: 103 2: 3: 4: 5:

CONSTRUCTION RELATED: N

REDUCED ADVERTISING: N

HEARING DATE:

MINORITY: WOMAN LOCAL: NOT-FOR-PROFIT: MWBE UTILIZATION CLAUSE: N

LOCATION INFORMATION

SERVICE LOCATION: 17 BATTERY PLACE, SUITE 728

ZIP CODE: 10004 BOROUGH: BLOCK: LOT: COUNCIL DISTRICT:  
DELIVERY DATE:

DELIVER TO: DEPARTMENT OF SOCIAL SERVICES  
HRA CORPORATE HEADQUARTERS  
150 GREENWICH STREET  
NEW YORK NY 10007

INVOICE TO: DEPARTMENT OF SOCIAL SERVICES  
VENDOR PAYMENT UNIT  
150 GREENWICH STREET (4WTC),  
33RD FLOOR  
NEW YORK NY 10007

THE CITY OF NEW YORK  
FINANCIAL MANAGEMENT SYSTEM

DATE: 06/03/2016

ADVICE OF AWARD  
EXPENSE/GENERAL CONTRACT

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TAXPAYER ID: 830506416

AMENDMENT NUM:

VERSION NUM: 1

VENDOR: 0003102816

VENDOR ADDR IND: 1

OCA NUMBER: 1005370416

CENTER FOR NEW YORK CITY NEIGHBORHOODS, INC.

ALIAS/DBA:

DEPT: 069

SHIP CODE: 069002

DEPT: 069

BILL CODE: 069927

THE CITY OF NEW YORK  
FINANCIAL MANAGEMENT SYSTEM

DATE: 06/03/2016

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EXPENSE/GENERAL CONTRACT

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OCA NUMBER: 1005370416

CENTER FOR NEW YORK CITY NEIGHBORHOODS, INC.

ALIAS/DBA:

CONTRACT INFORMATION

REFERENCE INFORMATION

REFERENCE CODE: NEW

REFERENCE CONTRACT:

INTERNAL AWARD NUMBER:

SOLICITATION NUMBER:

REPLACES CONTRACT: CT1

NUMBER OF RESPONSES: 1

069

20151421080

OUT OF NUM OF SOLICITATION: 1

COMPLIANCE INFORMATION

COMPLIANCE CRITERIA	1.	MCBRIDE	N	2.	OLIVINGWAG	N	3.	N
	4.		N	5.				

NON COMPLY REASON: N/A

WORKSITES / COMMUNITY / BOARD CODES

WORKSITES	1.	ALL	2.	3.	4.	5.
	6.	7.	8.	9.	10.	

THE CITY OF NEW YORK  
FINANCIAL MANAGEMENT SYSTEM

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EXPENSE/GENERAL CONTRACT

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VENDOR ADDR IND: 1

OCA NUMBER: 1005370416

CENTER FOR NEW YORK CITY NEIGHBORHOODS, INC.

ALIAS/DBA:

RENEWAL INFORMATION

RENEWAL CODE: R1

RENEWAL OPTIONS	RENEWAL	PERIOD	EFFECTIVE FROM	EFFECTIVE TO
1	1	YEARS	01/01/2017	12/31/2017

THE CITY OF NEW YORK  
FINANCIAL MANAGEMENT SYSTEM

DATE: 06/03/2016

ADVICE OF AWARD  
EXPENSE/GENERAL CONTRACT

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TAXPAYER ID: 830506416

AMENDMENT NUM:

VERSION NUM: 1

VENDOR: 0003102816

VENDOR ADDR IND: 1

OCA NUMBER: 1005370416

CENTER FOR NEW YORK CITY NEIGHBORHOODS, INC.

ALIAS/DBA:

COMMODITY INFORMATION

LINE #	COMMODITY	QTY	UNIT	UNIT COST	TOTAL COST
1	95211000000	0.00000		\$0.00	\$1,425,343.48

DESCRIPTION:

FOB DESTINATION DELIVERY:

DELIVER TO:

HRA CORPORATE HEADQUARTERS

150 GREENWICH STREET

NEW YORK

NY 10007

INVOICE TO:

VENDOR PAYMENT UNIT

150 GREENWICH STREET (4WTC), 33RD FLOOR

NEW YORK

NY 10007

THE CITY OF NEW YORK  
FINANCIAL MANAGEMENT SYSTEM

DATE: 06/03/2016

ADVICE OF AWARD  
EXPENSE/GENERAL CONTRACT

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VENDOR ADDR IND: 1

OCA NUMBER: 1005370416

CENTER FOR NEW YORK CITY NEIGHBORHOODS, INC.

ALIAS/DBA:

SUBCONTRACTOR INFORMATION

CONTRACT ADDRESS:

CODE:

VENDOR:

ALIAS/DBA:

TAXPAYER ID:

CONTACT:

PHONE:

ADDRESS:

ESTIMATED AMOUNT:

THE CITY OF NEW YORK  
FINANCIAL MANAGEMENT SYSTEM

DATE: 06/03/2016

ADVICE OF AWARD  
EXPENSE/GENERAL CONTRACT

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FINAL BATCH ID: CT1 069

CONTRACT NUMBER: CT1 069 20161427706

TAXPAYER ID: 830506416

AMENDMENT NUM:

VERSION NUM: 1

VENDOR: 0003102816

VENDOR ADDR IND: 1

OCA NUMBER: 1005370416

CENTER FOR NEW YORK CITY NEIGHBORHOODS, INC.

ALIAS/DBA:

ACCOUNTING INFORMATION

COMM LINE	ACTG LINE	FUND	DEPT	APPR UNIT	BUDGET CD	DTL OBJ/SUB	REPT CAT/ QUICK	CAP PROJ	UNIT/ SUNIT	TASK	LINE AMT
1	1	001	069	103	A109	6400	HRON			2016	\$1,425,343.48

THE CITY OF NEW YORK  
FINANCIAL MANAGEMENT SYSTEM

DATE: 06/03/2016

ADVICE OF AWARD  
EXPENSE/GENERAL CONTRACT

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VENDOR: 0003102816

VENDOR ADDR IND: 1

OCA NUMBER: 1005370416

CENTER FOR NEW YORK CITY NEIGHBORHOODS, INC.

ALIAS/DBA:

I HAVE EXAMINED THIS ADVICE OF AWARD OF CONTRACT AND CERTIFY THAT THE AWARD WAS MADE TO THE LOWEST RESPONSIBLE BIDDER, AND/OR IN ACCORDANCE WITH THE PROVISIONS OF THE APPROPRIATE SECTIONS OF THE NYC CHARTER, AT THE PRICE BID BY SUCH BIDDER, AND THAT IT IS CORRECT AS TO CALCULATION AND EXTENSION AND THAT THE AWARD WAS PROPERLY MADE.

I CERTIFY THAT I HAVE CHECKED THE CONTRACTOR'S RECORD PURSUANT TO SECTIONS 6-116.1 AND 6-116.2 OF THE ADMINISTRATIVE CODE OF THE CITY OF NEW YORK.

I FURTHER CERTIFY THAT THIS AWARD IS A PROPER EXPENDITURE AND THE LIABILITY HAS BEEN CHARGED TO THE PROPER FUND OR FUNDS.

AGENCY HRA TELEPHONE # 929-221-6592  
PREPARED BY (PRINT) SHAWN LEO  
PREPARED BY (SIGNATURE) [Signature]  
AUTHORIZED OFFICIAL'S NAME & TITLE Vincent Pullo- ACCO  
TELEPHONE # 929-221-6347  
AUTHORIZED AGENCY OFFICIAL (SIGNATURE) [Signature]

**RECOMMENDATION FOR RENEWAL COVER SHEET**

*(Attach, in the following order, RFR Narrative and "Recommendation for Renewal Responsibility Determination Form")*

<b>AGENCY HRA</b>	<b>RECOMMENDED CONTRACTOR</b> Center for New York City Neighborhoods, Inc. <input checked="" type="checkbox"/> EIN <input type="checkbox"/> SSN 83-0506416	<b>PIN #</b> 14OHEOC04501R01
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**Contract Description/Program Title** Provision of Housing Recovery Program Case Management Services

**HUMAN/CLIENT SERVICES ONLY:**

**Service Location(s)**  Citywide  
 Bronx (  Borowide  CD(s) \_\_\_\_\_ )  Manhattan (  Borowide  CD(s) \_\_\_\_\_ )  
 Brooklyn (  Borowide  CD(s) \_\_\_\_\_ )  Queens (  Borowide  CD(s) \_\_\_\_\_ )  
 Staten Island (  Borowide  CD(s) \_\_\_\_\_ )

**Services are Center-Based: Program Name** HRO  
**Address where Services Provided:** 250 Broadway, 24<sup>th</sup> Floor, New York, NY 10007

OR

**Services are not Center-Based: Address where Services Administered** \_\_\_\_\_  Additional list attached

**EXISTING CONTRACT**

**Contract Amount** \$13,622,402.70

*[Instructions: Provide the requisite information for Contract Term or Contract Duration, as applicable]*

**Contract Term** From 12/16/13 To 12/31/15  **Contract Duration** \_\_\_\_\_  
**Renewal Option(s) Term** From 1/01/16 To 12/31/17 **Renewal Option(s) Duration** \_\_\_\_\_  
 From \_\_\_/\_\_\_/\_\_\_ To \_\_\_/\_\_\_/\_\_\_  
 From \_\_\_/\_\_\_/\_\_\_ To \_\_\_/\_\_\_/\_\_\_

**PROPOSED CONTRACT**

**Contract Amount** \$4,347,912.75

*[Instructions: Provide the requisite information for Contract Term or Contract Duration, as applicable]*

**Contract Term** From 1/01/16 To 12/31/16  **Contract Duration** \_\_\_\_\_  
**Renewal Option(s) Term** From 1/01/17 To 12/31/17 **Renewal Option(s) Duration** \_\_\_\_\_  
 From \_\_\_/\_\_\_/\_\_\_ To \_\_\_/\_\_\_/\_\_\_  
 From \_\_\_/\_\_\_/\_\_\_ To \_\_\_/\_\_\_/\_\_\_

**Funding Source**

Expense: City % State % Federal 100 %  Capital: %  Other %

**Recommended Contractor Complies with the Living Wage Law**  N/A  YES  NO

**Recommended Contractor Complies with the MacBride Principles Law**  N/A  YES  NO

**AGENCY CHIEF CONTRACTING OFFICER**

The subject renewal contract is for human /client services. This is to certify that the contract file includes the Pre-Renewal Review determinations required pursuant to Section 4-04(c) of the PPB Rules.

The subject renewal contract is for other than human/client services.

This is to certify that the information presented herein is accurate and that I approve of the award to the subject contract.

Signature \_\_\_\_\_ Date 1/19/16

**OFFICE OF MANAGEMENT AND BUDGET**

This is to certify that funds are available for the award of the subject renewal contract.

Signature \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**CITY CHIEF PROCUREMENT OFFICER**

This is to certify that I approve of the award of the subject contract.

Signature \_\_\_\_\_ Date 4/14/16

# RECOMMENDATION FOR RENEWAL

## A. DESCRIPTION/JUSTIFICATION FOR RENEWAL

The terms and conditions of the renewal contract will be substantially unchanged from the existing contract.

YES       NO

***Instructions:*** Describe continued need for procurement in light of agency's programmatic responsibilities. Describe contracted for and actual services levels/minimum outcome requirements during prior term and identify any changed service levels/minimum outcome requirements or other terms and conditions in this contract. Attach additional sheets as necessary.

The ACCO determined that an award is in the best interests of the City, because:

Center for New York City Neighborhoods, Inc. (CNYCN) has been performing much needed case management services for Build it Back applicants. In 2015 (as of September 1st), the CNYCN's counseling hotline had conducted over 7200 calls with program applicants. Through Housing Recovery Centers, CNYCN conducted over 1,750 counseling sessions have in 2015. CNYCN has been meeting program targets a 75% completion rate on 300 counseling sessions.

Renewal is for human/client services and-the ACCO determined that an award is also in the best interests of individual clients, client populations served and community, because:

The exercise of the option to renew the contract with the current provider is in the best interest of the City and the participants in HRO's disaster recovery program. Contract renewal will avoid disruption of on-going services and a need for HRO to find alternative counseling providers to fulfill the critical function served by CNYCN. A renewal of CNYCN's contract will also ensure that the Program's progress will not be disrupted. At this critical stage, consistent delivery of counseling services supports the program goal of construction completion by December 31, 2016.

## B. CONTRACTING OUT FOR TECHNICAL/CONSULTING/PERSONAL SERVICES

***Instructions:*** Check all applicable box(es) below.

N/A (Contract ≤ \$100,000 and/or not for such services)

### 1. Basis for contracting out:

- Develop/maintain/strengthen relationship between non-profits/charities & communities served
- Obtain cost effective services
- Obtain special expertise
- Obtain personnel or expertise not available in the agency
- Provide services not needed on a long-term basis
- Accomplish work within a limited amount of time
- Avoid a conflict of interest

### 2. Displacement of City employees:

- The ACCO certifies that the contract will not result in the direct displacement of City employees, pursuant to Charter Section 312(a).
- The ACCO determined that contract will result in direct displacement of City employees, has

completed required pre-solicitation cost benefit analysis, and certifies that Agency will comply with requirements of Charter § 312(a), and if applicable, § 11 of Municipal Coalition Agreement.

OMB approval: \_\_\_\_\_ [insert date] OLR approval: \_\_\_\_\_ [insert date]

**C. FISCAL INFORMATION/CONSIDERATION OF PRICE**

- Agency Fiscal Officer certified that sufficient funds (RFR cover sheet total estimated contract amount) are available or will be available at time renewal contract(s) is/are executed. [Copy of letter attached]
- ACCO determined that price(s) for renewal contract services continue to be fair and reasonable, because:

CNYCN's rates were found to be fair and reasonable during negotiations in the term of the original contract. CNYCN's rates for project management and counseling deliverables and housing center outreach remain unchanged in the renewal term.

**D. PUBLIC NOTICE**

N/A (Not a human/client services contract)

N/A (Human/client services contract valued at =/<\$25,000)

**Instructions:** Check applicable box(es) below.

- The ACCO certifies that Agency complied with public notice requirements of PPB Rule § 4-04(e), and Notices of Intent to Renew Contract were published in the City Record on 1/26/16, and in HRA's website [insert name(s) of local newspaper(s)] on 1/14/16.
- Renewal option being exercised is for period of less than three years and,
- Value of renewal contract is greater than \$100,000, but public hearing is not required.
- Value of renewal contract is greater than \$25,000 but not more than \$100,000, but public notice and CCPO approval for original contract (or exercise of renewal option) occurred within the last two years and were provided concerning both original contract term and all renewal options.

**E. PUBLIC HEARING**

A contract Public Hearing was conducted:  YES  NO

**Instructions:** Check all applicable box(es) below.

1. (a) Hearing was conducted on \_\_\_/\_\_\_/\_\_\_
- (b)  No oral and/or written testimony was presented/submitted
- [insert number] of persons presented/submitted oral and/or written testimony, and the ACCO further certifies that the testimony was considered, but did / did not  affect agency's decision to renew and/or terms and conditions of contract, because:
2.  Original contract, any prior renewal option and original contract term, if applicable, were subject to public hearing, and all renewal options were subject to such public hearing.
- Neither original contract nor any prior renewal option was subject to a public hearing.
- ACCO determined and CCPO approved that exigent circumstances justified exemption from public hearing for proposed contract (value of which does not exceed \$10 million).
- ACCO determined not to conduct public hearing in regard to proposed contract (value of which does not exceed \$500,000), because public hearing notice included requisite

provision and no individual submitted written request to speak within prescribed time, and ACCO certifies that agency did/will publish notice in City Record canceling hearing.

Corporation Counsel determined that proposed contract was exempt from public hearing because hearing may disclose litigation strategy or otherwise impair City's conduct of litigation, and ACCO certifies that copy of such determination is included in contract file.

**F. ENVIRONMENTAL CONSIDERATIONS**

N/A (procurement is not for EPP Goods, Construction and/or Construction-Related Services)

*Instructions: If this procurement is for EPP Goods, Construction and/or Construction-Related Services, please answer below. Attach additional explanatory sheet(s) as necessary.*

Was the contract solicited before the effective date of LL86 and or the Environmentally Preferable Purchasing Laws (LLs 118, 119, 120, 121)?  Yes  No

If yes, please describe how the renewal addresses compliance with the environmental laws.

AGENCY: HRA

CONTRACTOR: Center for New York City Neighborhoods

PIN: 14OHEOCO4501R01

This is to certify that I have determined that the subject contractor has the capability in all respects to perform fully the contract requirements and the business integrity to justify the award of public tax dollars, and is therefore a responsible contractor.

Signature

Date 4/17/16

AGENCY CHIEF CONTRACTING OFFICER

**SOURCES OF INFORMATION**

On-line VENDEX vendor inquiry (cautions, liens, warrants) conducted 04/05/2016

VENDEX filings dated 05/15/2014

N/A [Award/Renewal <\$100 K; Amendment <\$2M]

Cert. of No Change/Changed Questionnaire dated 01/25/2016

DSBS/DLS approval/waiver for period ending \_\_\_/\_\_\_/\_\_\_

N/A [Goods/Services ≤ \$100 K; Construction ≤ \$1M; <50 Employees Certificate; Amendment]

DOI report dated 02/29/2016

N/A [Award/Renewal <\$100 K; Amendment <\$2M]

Doing Business Data Form dated 01/22/2016

N/A [CSB without prequalification]

Performance Evaluations

Latest performance evaluation on current contract for the period (\_\_\_-\_\_\_)

N/A [Subject contractor not current contractor]

Performance evaluations for all/other City contracts in last 3 years.  Yes  None \*

**Not-for-Profit/Human Services Compliance**

N/A [Subject contract falls in neither category]

- a. Subject contractor is registered with NYS Att'y Gen. Charities Bureau and is current in required filings.
- b. Subject contractor is exempt from charities registration.

If (a) is selected above, please complete item(s) below:

The most recent annual report submitted to the Charities Bureau pertains to the period ending \_\_\_/\_\_\_/\_\_\_ OR The Charities Bureau confirmed the subject contractor's status as up to date on 03/01/2016 OR

If (b) is selected above please complete item(s) below:

Explain: \_\_\_\_\_

- (1) Subject contractor is current contractor:
- (2) Subject contractor is new contractor:

Latest Financial Audit is not applicable

If (1) is selected above, please complete item(s) below:

Latest financial audit on the current contract for the period (01/01/2014- 12/31/2014) OR

If (2) is selected above, please complete item(s) below:

Latest financial audit for the period (\_\_\_-\_\_\_)

Audit conducted by BCA Watson Rice LLP, CPAs, which expressed opinion on adequacy of books/records.

Contractor provided information on (01/22/2016) re: substantiated cases of client abuse/neglect in last 12 mos.

N/A [Amendment]

**Other Sources of Information** (e.g., relevant references, media reports, public records data bases, etc.):\*  
Google & Lexis Neixs

**\* NOTE:** Where the recommended contractor has had no City contracts in past three (3) years (or no performance evaluations for that period are available on the VENDEX System), the agency must indicate other source(s) of information on which agency relied to determine vendor's capability to perform contract obligations (e.g., references, evaluation reports from other government entities, etc.).

**DISPOSITION:**

ADVERSE INFORMATION IDENTIFIED  NONE  YES, described & addressed on next page

**ADVERSE INFORMATION**

**Instructions:** Check all applicable box(es) indicating types of adverse information found. Provide the information requested and explain basis for the award notwithstanding adverse information. Attach explanatory sheets, as necessary.

**ADVERSE INFORMATION INDICATED IN VENDEX VENDOR INQUIRY &/OR ON MOST RECENT VENDEX QUESTIONNAIRES**— Describe each item by type, date & current status (include outcome, if disposed of). For OSHA report of serious injury/fatality, describe circumstances of incident and certify that agency has approved vendor's Health and Safety Plan and that subject contract includes clause terminating contractor if approved plan is not implemented.

**ADVERSE INFORMATION IN DOI REPORT** – Attach DOI report (include all attachments to report); describe each adverse item therein by date of occurrence and current status(include outcome, if disposed of).

The Department of Investigation (DOI) memorandum dated February 29, 2016 search uncovered no closing memorandum for the submitting vendor, Center for New York City Neighborhoods. However, the following entities answered questions from their vendor questionnaires in the affirmative. Bedford Stuyvesant Gateway District Management Association answered question 11(a) and 12(a), Bedford Stuyvesant Restoration Corporation answered question 12(b) and RDC of Bedford Stuyvesant, Inc. answered question 12(a). Also, a caution profile exists in VENDEX regarding Bedford-Stuyvesant Gateway District Management Association. (See Center for NYC Neighborhoods Adverse Information Attachment and Vendor Questionnaire Attachment II)

**PERFORMANCE EVALUATION RATING(S) LESS THAN "S"**  
 Overall rating on current contract (RFA) or subject contract (RCAM or RFR)  
 Underlying rating for certain category(ies) on current/subject contract  
 Overall rating on all/other City contracts within past 3 years

Describe problem(s) by type, date & current status; if problem(s) pertains to your agency's contract, provide statement that agency has approved vendor's Corrective Action Plan, and/or that problem category has been corrected, as applicable; if rating pertains to contract(s) with another agency, identify contracting agency, describe contract, indicate the rating and period covered and describe resolution of problem.

**ADVERSE INFORMATION INDICATED BY OTHER SOURCES** - Identify and describe each item of adverse information by source, date & current status (include outcome, if disposed of).

Bedford Stuyvesant Restoration Corporation and RDC of Bedford Stuyvesant Inc., is affiliated with Center for New York City Neighborhoods (CNYCN) by its Chairman, Colvin W. Grannum who is also the Chairman at Center for New York City

neighborhoods. HRA has determined that this information will not adversely affect CNYCN's ability to fulfill the nature of this contract. Therefore, HRA deems this vendor responsible to receive this award.

**For Human Services Only:**

**SUBSTANTIATED CASE(S) OF CLIENT ABUSE OR NEGLECT IN THE LAST 12 MONTHS**  
*Describe each substantiated case by date of occurrence, level of severity and disposition; describe whether contractor properly engaged, supervised and (if applicable) took action against offender.*

**LATEST FINANCIAL AUDIT CITED MATERIAL AND/OR NON-MATERIAL FINDINGS**  
*Describe each such audit finding and current status; provide statement that agency has approved vendor's Corrective Action Plan.*

## Center for New York City Neighborhoods Adverse Information

### DOI Report:

The Department of Investigation's memorandum dated February 29, 2016 search uncovered no closing memorandum for the submitting vendor, Center for New York City Neighborhoods. However, the following entities answered questions from their vendor questionnaire in the affirmative. Bedford-Stuyvesant Gateway District Management Association answered question 11(a) and 12(a); Bedford Stuyvesant Restoration Corporation answered question 12(b) and RDC of Bedford Stuyvesant, Inc. answered question 12(a). Also, a caution profile exists in VENDEX regarding Bedford-Stuyvesant Gateway District Management Association.

### Adverse Information Indicated in VENDEX Vendor Inquiry & or/on Most Recent VENDEX Questionnaire:

1. Bedford-Stuyvesant Gateway District Management Association (BSGDA) answered question 11(a) and 12(a) in the affirmative. Question 11(a) - at any time during the past five (5) years, has the submitting vendor or its affiliates, been debarred from entering into any government contract. BSGDA was debarred by the New York State Department of Labor (DOL) due to an administrative error. The debarment expired on April 25, 2014 and the account was settled with NYS Workers Compensation Board. BSGDA received a fine for lack of coverage that was subsequently settled. (See Vendor Questionnaire Attachment II)
2. Question 12(a) was based on a fine due to lapse in Workers Compensation coverage. New York State Workers Compensation Coverage conducted an investigation against Bedford-Stuyvesant Gateway and filed an obligation on April 25, 2013 in the amount of \$424,000.00 for lapse of workers compensation coverage. BSGDA paid the full amount which was discharged on April 25, 2014.
3. Bedford Stuyvesant Restoration Corporation answered question #12(b) in the affirmative. Question 12(b) asks whether - at any time during the past five (5) years, have there been any judgments, injunctions, or liens, based on taxes or penalties by any government department, elected official, or any New York City Council initiated against the submitting vendor. The vendor has no outstanding obligation and is in compliance with the Department of Finance.
4. RDC of Bedford Stuyvesant Inc. answered question 12(a) of their vendor questionnaire in the affirmative. The vendor's affirmative response to 12(a) was based on - Multiple violations issued by the Environmental Control Board (ECB) from 2005 to 2009. Fines and penalties assessed against Bedford Stuyvesant Restoration Corporation (BSRC) and its affiliates have been satisfied through payment plans and other arrangements. (See attachment II).



MEMORANDUM

TO: Vincent Pullo  
NYC Human Resources Administration

FROM: Deborah Bander  
NYC Mayor's Office of Housing Recovery Operations

DATE: December 16, 2015

RE: Pre-Renewal Review Report  
NYC Housing Recovery Program Case Management Services  
Vendor: Center for New York City Neighborhoods, Inc. (CNYCN)  
PIN: 14OHEOC04501R01  
Contract Number: CTI 069 20151421080

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**A. Description of Services**

The contract provides the New York City Mayor's Office of Housing Recovery Operations ("HRO") with counseling services and project management for the City's Hurricane Sandy Relief Program ("the Program"). Services provided by CNYCN during the initial term from June 24, 2013 through December 31, 2015 include housing counseling, legal counseling and community outreach centers, including project management of these services.

**B. Determination of Continued Need for Services**

The services provided under the terms of this contract, housing counseling and legal counseling HRO's disaster recovery program are still critically needed as applicants move towards the construction phase of the Program. HRO has requested that CNYCN's counselors provide advice on new program initiatives, including assistance with temporary housing resources and the City Acquisition program.

**C. Determination of Need to Renew the Contract**

The exercise of the option to renew the contract with the current provider is in the best interest of the City and the participants in HRO's disaster recovery program. Contract renewal will avoid disruption of on-going services and a need for HRO to find alternative counseling providers to fulfill the critical function served by CNYCN. A renewal of CNYCN's contract will also ensure that the Program's progress will not be disrupted. At this critical stage, consistent delivery of counseling services supports the program goal of construction completion by December 31, 2016.

**D. Contract Description**

1. **Contract Term:** The original contract term was 6/23/2014 to 12/31/2015 with one option to renew for a period of two (2) additional years. The renewal option is being exercised for the one year period of 1/1/2016 to 12/31/2016.
2. **Terms and Conditions:** The renewal option that will be exercised contains terms and conditions that are substantially unchanged from the original contract terms that are now in effect. The budget for services to be provided during the renewal period will be included in the Renewal Agreement.
3. **Contract Value:** The cost of this proposed renewal contract is an amount not to exceed \$4,347,912.75. This amount remains unspent in the budget for the initial term of the contract, which has a not to exceed amount of \$13,622,402.70. CNYCN's rates were found to be fair and reasonable during negotiations in the term of the original contract. CNYCN's rates for project management and counseling deliverables and housing center outreach remain unchanged in the renewal term.

#### **E. Contractor Performance**

CNYCN has provided excellent support, including consistent and reliable oversight of daily operational matters during the original contract term. Moving forward, the program anticipates that CNYCN's continued provision of counseling services will insure quality service delivered to applicants in the Brooklyn, Staten Island and Queens.

#### **F. Public Hearing**

Pursuant to Section 4-04(d)(1) of the New York City Procurement Policy Board Rules, a Public Hearing is not required for the award of the proposed renewal contract.

**Budget for Current Contract Term and Proposed Term  
(April 1, 2014 – December 31, 2016)**

*Current Contract Term (as amended):*

June 24, 2013 – December 31, 2015 (28 months)

**NYC Housing Recovery Program Case Management Services**

<b>Program Management</b>			
Deliverables	Quantity	Unit Rate	Total
Start-Up Fee (Year 1, Months 1-6)	1	\$ 500,000.00	\$ 500,000.00
Ongoing Operations (Months 7-30)	24	\$ 115,000.00	\$ 2,760,000.00
		<b>SUBTOTAL</b>	<b>\$ 3,260,000.00</b>
<b>Housing Counseling</b>			
Deliverables	Quantity	Unit Rate	Total
Intake/Signed Form	2400	\$ 220.77	\$ 529,848.00
Action Plan	2400	\$ 147.18	\$ 353,232.00
Written Report	2400	\$ 147.18	\$ 353,232.00
Intensive Counseling Certification	700	\$ 883.08	\$ 618,156.00
		<b>SUBTOTAL</b>	<b>\$ 1,854,468.00</b>
<b>Legal Counseling</b>			
Deliverables	Quantity	Unit Rate	Total
Intake/Signed Form	4000	\$ 359.54	\$ 1,438,160.00
Action Plan	4000	\$ 479.39	\$ 1,917,560.00
Intensive Counseling Certification	1500	\$ 1,438.16	\$ 2,157,240.00
		<b>SUBTOTAL</b>	<b>\$ 5,512,960.00</b>
<b>Special Projects</b>			
Deliverables	Quantity	Unit Rate	Total
SBA Declined Loan Workbook	1200	\$ 599.00	\$ 718,800.00
SBA Declined Loan CNYCN Determination	1200	\$ 298.00	\$ 357,600.00
Options Review Meeting Pilot	96	\$ 238.00	\$ 22,848.00
Housing Recovery Center Outreach (Per month/center)*	54	\$ 24,126.14	\$ 1,302,811.56
Community Outreach (Time and Material)	250	\$ 96.00	\$ 24,000.00
Tenant Advisory Services Session	926	\$ 479.39	\$ 443,915.14
		<b>SUBTOTAL</b>	<b>\$ 2,869,974.70</b>
		<b>TOTAL MAXIMUM BONUS PAYMENT**</b>	<b>\$ 123,000.00</b>
		<b>TOTAL</b>	<b>\$13,622,402.70</b>

\*Up to 3 centers per month

\*\*City shall only make bonus payments to Contractor if earned pursuant to Article 7 of the Scope of Work, Appendix A-1

**Proposed Renewal Term:**

January 1, 2016 – December 31, 2016 (12 months)

**NYC Housing Recovery Program Case Management Services**

Program Management, Design, Deployment			
Deliverables	Quantity	Unit Rate	Total
Ongoing Operations (Months 29-42)	12	\$ 115,000.00	\$ 1,380,000.00
			<b>SUBTOTAL \$ 1,380,000.00</b>

Housing Counseling			
Deliverables	Quantity	Unit Rate	Total
Intake/Signed Form	600	\$ 220.77	\$ 132,462.00
Action Plan	600	\$ 147.18	\$ 88,308.00
Written Report	600	\$ 147.18	\$ 88,308.00
Intensive Counseling Certification	200	\$ 883.08	\$ 176,616.00
			<b>SUBTOTAL \$ 485,694.00</b>

Legal Counseling			
Deliverables	Quantity	Unit Rate	Total
Intake/Signed Form	855	\$ 359.54	\$ 307,406.70
Action Plan	855	\$ 479.39	\$ 409,878.45
Intensive Counseling Certification	285	\$ 1,438.16	\$ 409,875.60
			<b>SUBTOTAL \$ 1,127,160.75</b>

Special Projects			
Deliverables	Quantity	Unit Rate	Total
SBA Declined Loan Workbook	200	\$ 599.00	\$ 119,800.00
SBA Declined Loan CNYCN Determination	342	\$ 298.00	\$ 101,916.00
Options Review Meeting Pilot	27	\$ 238.00	\$ 6,426.00
Housing Recovery Center Outreach Months 29-42 (per month/center)	36	\$ 24,126.14	\$ 868,541.04
Community Outreach (Time and Material)	71	\$ 96.00	\$ 6,816.00
Tenant Advisory Services Session	264	\$ 479.39	\$ 126,558.96
<b>SUBTOTAL</b>			<b>\$ 1,230,058.00</b>
<b>TOTAL MAXIMUM BONUS PAYMENT**</b>			<b>\$ 125,000.00</b>
<b>TOTAL</b>			<b>\$ 4,347,912.75</b>

\*Up to 3 centers per month

\*\*City shall only make bonus payments to Contractor if earned pursuant to Article 7 of the Scope of Work.

# Certificate of No Change Form



- Please fill in all the fields and DO NOT leave any field blank.
- Please submit two completed forms. Copies will not be accepted.
- Please send both copies to the agency that requested it, unless you are advised to send it directly to the Mayor's Office of Contract Services (MOCS).
- A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
- A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges

Christie Peale

I, Christie Peale, being duly sworn, state that I have read

*Enter Your Name*

and understand all the items contained in the vendor questionnaire and any submission of change as identified on page one of this form and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) and any submission of change identified on page two of this form have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that the City of New York will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Questionnaire *This section is required.*

*This refers to the vendor questionnaire(s) submitted for the vendor doing business with the City.*

Name of Submitting Entity: Center for New York City Neighborhoods, Inc.

Vendor's Address: 17 Battery Place, Suite 728; New York, NY 10004

Vendor's EIN or TIN: 83-050641

Requesting Agency: HPD URA

Are you submitting this Certification as a parent? (Please circle one)  Yes  No

Signature date on the last full vendor questionnaire signed by the submitting vendor: 05/22/2014

Signature date on changed submission, if applicable, for the submitting vendor: \_\_\_\_\_

# Principal Questionnaire

This section refers to the most recent principal questionnaire submissions.



Principal Name	Date of signature on last full Principal Questionnaire	Date(s) of signature on Changed Submission (if applicable)
1 Christie Peale	05/07/2014	
2 Herbert Sturz	05/21/2014	
3 Ronay Meschel	05/21/2014	
4 Colvin Grannum	08/17/2015	
5		
6		

Check if additional changes were submitted and attach a document with the date of additional submissions.

## Certification This section is required.

This form must be signed and notarized. Please complete this twice. Copies will not be accepted.

### Certified By:

Christie Peale

Name (Print)

Executive Director

Title

Center for New York City Neighborhoods, Inc.

Name of Submitting Entity

  
Signature

06/03/2016

Date

### Notarized By:

  
Notary Public

Westchester  
County License Issued

01DE6202722  
License Number

Sworn to before me on: 6/3/2016  
Date

VERONICA DELLI CARPINI  
Notary Public, State of New York  
No. 01DE6202722  
Qualified in Westchester County  
Commission Expires 3/23/2017



The City of New York  
Department of Investigation

MARK G. PETERS  
COMMISSIONER

80 MAIDEN LANE  
NEW YORK, NY 10038  
212-825-5900

**VENDOR NAME CHECK RESPONSE**

**TO:** JoAnn Ellerbe  
Department of Social Services

**FROM:** George Davis, Deputy Director VENDEX Unit

**DATE:** February 29, 2016

**SUBJECT:** Vendor Name Check: CENTER FOR NEW YORK CITY NEIGHBORHOODS  
VNC#: 3625

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In response to your request for a Vendor Name Check, the Department of Investigation has searched its indices of investigations closed within the past ten years to determine whether the entity listed above, together with all of its affiliates and principals, have been the subject of a completed investigation by this Department. See Procurement Policy Board Rules, Section 2-08 (f).

A search of the Department of Investigation records was conducted on the above named entity, including all affiliates and principals associated with the VNC request. The search uncovered no closing memorandum. However, be advised that the following entities answered questions from their vendor questionnaire in the affirmative: Bedford-Stuyvesant Gateway District Management Association - 11(a) and 12(a); Bedford Stuyvesant Restoration Corporation - 12(b) and RDC of Bedford Stuyvesant, c. - 12(a).

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In addition, a caution profile exists in VENDEX regarding Bedford-Stuyvesant Gateway District Management Association.

Shelley Solomon, Inspector General  
Milton Yu, Inspector General

## RENEWAL CONTRACT CLASSIFICATION CHECKLIST

<b>AGENCY</b>	<b>Human Resources Administration</b> <b>Center for New York City Neighborhoods</b>	<b>PIN:</b> <b>E-PIN: 14OHEOC04501R01</b>
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Indicate by checking the applicable box the classification of the proposed renewal contract. Such indication shall, in the case that the renewal contract meet the threshold (s) prescribed for class #1, #2, #3, or #4, serve as the ACCO's certification that the contract does not, therefore, require Law Department approval and certification.

**CLASS #1**

[ Renewal contracts which incorporate no change from the original contract except contract term. ]

**CLASS #2**

[ Renewal contracts which, in addition to a change in contract term, **ONLY** incorporate one or more changes provided for in the original contract. ]

**CLASS #3**

[ Renewal contracts which, although they incorporate one or more changes **NOT** provided for in the original contract, such change (s) will be **FULLY FUNDED** by Borough President and / or City Council Discretionary Funds. ]

**XCLASS #4**

[ Renewal contracts for **HUMAN / CLIENT SERVICES ONLY** which, although they incorporate one or more changes **NOT** provided for in the original contract, such change (s) are permitted pursuant to Sections 4-04(b)(2) and 4-02(b)(1) of the Procurement Policy Board (PPB) Rules. ]

**CLASS #5**

[ **ALL OTHER** Renewal Contracts. ]

# **NYC** Housing Recovery

**TO:** Vincent Pullo  
NYC Human Resources Administration

**FROM:** Rita Chang  
NYC Mayor's Office of Housing Recovery Operations

**DATE:** November 14, 2014, Revised April 7, 2015

**RE:** New York City Housing Recovery Program Case Management Services:  
Public Financial Management Contract Assignment to Subcontractors  
Master Contract Takedown, CT1 069 20141400169

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Public Financial Management, Inc. ("PFM") entered into a contract, dated July 3, 2013, with the NYC Human Resources Administration for the provision of case management services for New York City residents affected by Hurricane Sandy. The total original contract value is \$50,219,564. The contract will be assigned to five (5) PFM subcontractors: URS, Solix, The Center for New York City Neighborhoods ("CNYCN"), LDR Consulting, and H2Bravo.

Effective December 16<sup>th</sup>, 2013, PFM is assigning Task 1, a portion of Task 4, and Task 5 to URS; Task 2 and a portion of Task 4 to Solix; Task 3 to CNYCN; a portion of Task 4 to LDR Consulting; and a portion of Task 4 to H2Bravo.

The total original contract value is \$50,219,564. The City made a total payment of \$ \$17,249,281 for work performed from June 23, 2013 to June 30, 2014. \$22,445,869 will remain in PFM's contract – this number represents both work performed and paid from Column 2 and earned but not yet invoiced work under the PFM contract. The remaining \$ 27,773,695 will be assigned to the five vendors as outlined below.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cool Insuring Agency Inc 784 Troy Schenectady Road Latham, NY 12110 518 783-2665	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 518 783-2665 E-MAIL ADDRESS:	FAX (A/C, No): 5187838754													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insuranc</td> <td>18058</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insuranc	18058	INSURER B: Hartford Fire Insurance Company	19682	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Center for New York City Neighborhoods 17 Battery Pl #728 New York, NY 10004-3511															

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC			PHPK1359966	08/10/2015	08/10/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1359966	08/10/2015	08/10/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB506257	08/10/2015	08/10/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N   N/A			01WECPH9218	08/11/2015	08/11/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Housing Counseling & Legal Serv to victims of Hurricane Sandy  
 Certificate Holder is an Additional Insured on the General Liability, form CG2026, if required by written contract or agreement.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of New York Human Resources Administration  
 180 Water St  
 New York, NY 10038-3562

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Anthony J. Marchitto*

**CITY OF NEW YORK**  
**CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

Cool Insuring Agency, Inc.

\_\_\_\_\_  
[Name of broker or agent (typewritten)]

784 Troy-Schenectady Road, Latham, NY 12110

\_\_\_\_\_  
[Address of broker or agent (typewritten)]

pjhennessey@coolins.com

\_\_\_\_\_  
[Email address of broker or agent (typewritten)]

518-783-2665 - Fax 518-783-8754

\_\_\_\_\_  
[Phone number/Fax number of broker or agent (typewritten)]

Paul J. Hennessey  
\_\_\_\_\_  
[Signature of authorized official, broker, or agent]

Paul J. Hennessey, AVP

\_\_\_\_\_  
[Name and title of authorized official, broker, or agent (typewritten)]

State of New York  
County of Albany ) ss.:

Sworn to before me this 27<sup>th</sup> day of January 2016

Susan M. Norlitt  
NOTARY PUBLIC FOR THE STATE OF New York

**SUSAN M. NORLITT**  
Notary Public, State of New York  
No. 01MA6110263  
Qualified in Albany County  
My Commission Expires May 24, 2016

**AFFIRMATION**

The undersigned proposer or bidder affirms and declares that said proposer or bidder is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the proposer or bidder to receive public contracts except

Full name of proposer or bidder

CENTER FOR NYC NEIGHBORHOODS

Address: 17 BATTERY PLACE, SUITE 428

City NEW YORK State NY

Zip 10004

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

( ) A Individual or Sole Proprietorship  
SOCIAL SECURITY NUMBER \_\_\_\_\_

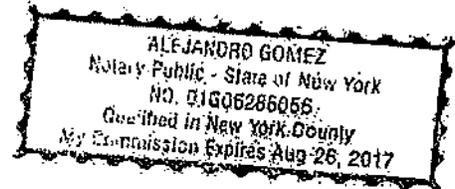
( ) B Partnership, Joint Venture or other unincorporated organization  
Employer Identification Number \_\_\_\_\_

C Corporation  
Employer Identification Number 83-0506416

By: [Signature]  
Signature

Chief Financial Officer  
Title

(Must be signed by an officer or duly authorized representative.)



If a corporation, place seal here:

Under the Federal Privacy Act the furnishing of Social Security Number is by bidders on City contracts is voluntary. Failure to provide a Social Security Number will not result in a bidder's disqualification. Social Security Numbers will be used to identify bidders, proposers or vendors to ensure their compliance with laws, to assist the City in enforcement of laws as well as to provide the City a means of identifying businesses which seek City contracts.

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PLANNED CONTRACTS FOR PROFESSIONAL SERVICES  
HUMAN RESOURCES ADMINISTRATION  
DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR A NEW CONTRACT

AGENCY: DSS

DEPT.NO.: 069

Fiscal Year 2016

PIN / REGISTRATION #: 14OHEOC04501R01

CONTRACT # / MANIFEST #:

VENDOR: Center for New York City Neighborhoods

REQUESTING RC: ACCO

PROGRAM AREA: Office of Contracts

SCOPE OF WORK: Provision of Housing Recovery Program Case Management Services

LOCATION: 250 Broadway, 24th Floor, NY, NY 10007

PERIOD OF SERVICE: 1/1/2016-12/31/2016

TOTAL CONTRACT AMOUNT: \$4,347,912.75

(For OBA use only)

ORIGINAL CONTRACT AMOUNT

FUNDING SOURCE POTPS

<u>FY</u>	<u>BUDGET</u>	<u>OBJECT</u>	<u>SUB-OBJ</u>	<u>REP-CAT</u>	<u>C.F</u>	<u>AMOUNT</u>	<u>CITY %</u>	<u>STATE %</u>	<u>FED %</u>
2016	A109	640		HRON		\$2,173,956.	100.00	0.00	0.00
						40			
2017	A109	640		HRON		\$2,173,956.	100.00	0.00	0.00
						35			



SIGNATURE OF AGENCY HEAD

Date: 3/23/2016

Submitter's Name: Lorna Hinds

Submitter's Phone: 212-331-4833

3/24/2016

DATE

RENEWAL AND AMENDMENT OF AGREEMENT BETWEEN  
THE NEW YORK CITY HUMAN RESOURCES ADMINISTRATION AND  
THE CENTER FOR NEW YORK CITY NEIGHBORHOODS

THIS RENEWAL AGREEMENT ("Renewal Agreement") dated this 19 day of February, 2016, between the City of New York, acting through the Department of Social Services / Human Resources Administration ("HRA" or the "Department"), located at 150 Greenwich Street, New York, New York 10007; and the Center for New York City Neighborhoods, Inc. ("CNYCN" or "Contractor"), a not-for-profit corporation having its principal office at 17 Battery Place South, Suite 723, New York, NY 10004 (collectively the "Parties").

WITNESSETH:

WHEREAS, the Mayor's Office of Housing Recovery Operations ("HRO") is providing necessary housing recovery programs in order to assist those New York City residents directly affected by Hurricane Sandy ("Residents"); and

WHEREAS, the City's housing recovery programs are designed to meet the housing assistance needs described in the NYC Community Development Block Grant - Disaster Response (CDBG-DR) Action Plan in order to assist Residents in achieving permanent housing, finding sustainable housing solutions that allow them to remain in New York City, and, where possible, returning to their neighborhoods; and

WHEREAS, HRA, as the local social services district, procured the case management services required in support of the New York City housing recovery programs on behalf of HRO pursuant to an MOU dated April 1, 2013; and

WHEREAS, HRA entered into an agreement ("Agreement") with PFM whereby PFM agreed to provide case management services for a two (2) year period from June 24, 2013, through June 23, 2015 for an amount not-to-exceed \$50,219,564.00; and

WHEREAS, under Task III of the Scope of Work of the Agreement, PFM, by subcontract with CNYCN, assumed responsibility for providing counseling services (the "Services"); and

WHEREAS, due to unanticipated programmatic changes and delays in the Agreement, PFM's team encountered significant difficulties in administering the Services and with the consent and approval of CNYCN and the Department assigned Task III counseling services and a portion of Task IV project management to CNYCN, effective December 16, 2013; and

WHEREAS, such unanticipated programmatic changes resulted in the need to modify the Scope of Work, Budget and Term of the Agreement, as assigned to CNYCN; and

WHEREAS, HRO sought to enhance the services provided under the Agreement, as assigned, in order to properly administer and provide the Services necessary for HRO's operations by modifying the Scope of Work of the Agreement pursuant to § 4-02(b)(1)(i), § 4-02(b)(1)(ii), and § 4-02(b)(2) of the PPB Rules; and

WHEREAS, on June 10, 2015, the City registered a modified Agreement that increased the amount not-to-exceed for the Services by \$564,331.70 from \$13,058,071.00 to \$13,622,402.70 and extended the term of performance through December 31, 2015; and

WHEREAS, due to continued need for critical Services for Residents entering the construction phase of the program coupled with continued review and assessment of the utilization of the of the Services during the initial term of the Agreement, HRO seeks to renew the Agreement for an additional year of Services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto have agreed and do hereby agree as follows:

1. Except as modified herein or modified previously, all of the covenants, terms and conditions of the Agreement shall remain unchanged, and are hereby ratified and confirmed as in full force and effect.

2. RENEWAL OF TERM OF PERFORMANCE

The Department hereby exercises its right and option, pursuant to Section 2.02 of the Agreement, to renew the Agreement, solely for the Task III & IV portions as assigned to CNYCN, for one additional one-year period (the "Renewal") for the period of January 1, 2016 through December 31, 2016, subject to earlier termination provided by the relevant terms of the Agreement. The cost for the Services performed during the Renewal shall not exceed \$4,347,912.75.

3. MODIFICATION OF SCOPE OF WORK

A. The Scope of Work of the Agreement, as assigned to CNYCN, is hereby replaced in its entirety with a new Scope of Work for the Renewal, attached hereto as Appendix A-2 and incorporated herein by this reference. Contractor shall perform all services and activities in program areas or programs listed and described in the new Scope of Work, Appendix A-2.

B. The Hurricane Sandy CDBG-DR Appendix, attached to the Agreement as Appendix B, is hereby replaced in its entirety by a new CDBG Rider, attached hereto as Appendix B-2 and incorporated herein by this reference. Contractor shall comply with all requirements of Appendix B-2.

4. MODIFICATION OF BUDGET

- A. HRA agrees to pay and Contractor agrees to accept a total amount not to exceed four million, three hundred and forty-seven thousand, nine hundred and twelve dollars and seventy-five cents (\$4,347,912.75) for all Services provided under this Renewal Agreement performed from January 1, 2016 through December 31, 2016. The Task III portion of the budget contained in Appendix C-1 of the Agreement, as previously modified, is modified with the supplemental Task III Budget attached hereto as Appendix C-3 and incorporated herein by reference, effective January 1, 2016. Payment for all Services performed during the Renewal under this Renewal Agreement shall be made in accordance with the amounts and payment structure as detailed in the annexed Budget and this Article 4, and in accordance with HRA's Contracts Fiscal Manual.
- B. The fees for ongoing operations for months 29-42 of the Agreement specified in the attached Task III Budget, Appendix C-3, ("Ongoing Operations Fee") shall be billed on a monthly basis. The pricing for the Ongoing Operations Fee is based on the assumption that the Task III counseling program will engage more than 100 clients per month. A client is "engaged" if scheduled for an intake or assisted via Housing Recovery Center Outreach services. If the counseling program engages less than 100 clients during the relevant month, the Ongoing Operations Fee shall be pro-rated such that the percentage of the Ongoing Operations Fee earned by Contractor shall equal the number of clients engaged.
- C. Housing Recovery Center Outreach specified in the attached Task III Budget ("Housing Recovery Center Outreach") shall be billed on a monthly basis per Housing Recovery Center. The Parties agree that the monthly fee provides for one full-time counselor at each Housing Recovery Center up to three (3) Housing Recovery Centers. Counselor staff will be available on both weekdays and weekends during open hours at the Housing Recovery Centers. The Contractor must have prior written approval from HRO regarding the length of engagement and hours of operation at each of the Centers before proceeding with the outreach effort.
- D. Community Outreach efforts shall be billed on a time and materials basis. In order to accurately track outreach work performed, the Contractor shall submit timesheets and a written report documenting its outreach efforts with each invoice submitted to HRA. The Contractor shall document the extent of the outreach effort and cost thereof in its report. The specific scope of all requested outreach efforts shall be communicated to the Contractor in writing. The Contractor must have prior written approval from HRO before proceeding with the outreach effort. Invoices and related documents relating to outreach efforts shall be subject to pre- and post-audit review as to scope and reasonableness of price.
- E. The prices and/or hourly rates in the annexed budget shall be deemed inclusive of any and all expenses incurred by the Contractor in performing the Services, except for expenses separately listed in the Budget, but including any appropriate overhead or auxiliary costs (including but not limited to printing, copying, secretarial, invoicing, etc.), travel, lodging or meals. The Contractor may not impose any other charges or

be reimbursed by the City for any expenses incurred by the Contractor in providing such Services in accordance with the Scope of Work.

- F. All payments made by HRA for work performed under the Agreement, as assigned to CNYCN and amended by this Renewal Agreement, shall be subject to audit by HRA and any other City, State, or Federal entity having authority to do so. The parties understand that multiple invoices may be submitted for work performed during the same period of services. The Contractor is solely responsible for ensuring that invoices are submitted only for work performed pursuant to the Agreement. In the event that multiple payments have been made to the Contractor for the same work, Contractor shall remit any and all duplicate payments to HRA immediately upon demand.
- G. All invoices submitted by Contractor, and payments made by HRA for work performed pursuant to the annexed Scope of Work, as amended, shall clearly identify the deliverable(s) for which the Contractor is billing HRA, or for which HRA is paying.

5. PROCUREMENT POLICY BOARD RULES

This Renewal Agreement is subject to the Rules of the Procurement Policy Board of the City of New York ("PPB Rules"). In the event of a conflict between the said PPB Rules and a provision of the Renewal Agreement, the PPB Rules shall take precedence.

6. APPROVALS

THE CITY OF NEW YORK

This Renewal Agreement shall not become effective or binding unless:

- A. authorized by the Mayor; approved pursuant to the New York City Charter and Procurement Policy Board Rules for contracts not subject to public letting; and the Comptroller shall have endorsed his certificate that there remains unexpended and unapplied a balance of the appropriation of funds applicable hereto sufficient to pay the estimated expense of executing this Renewal Agreement; and
- B. approved by the Mayor pursuant to the provisions of Executive Order No. 42, dated October 9, 1975, in the event the Executive Order requires such approval; and
- C. certified by the Mayor (Mayor's Fiscal Committee created pursuant to Executive Order No. 43, dated October 14, 1975) that performance thereof will be in accordance with the City's financial plan.

7. FEDERAL REGULATIONS

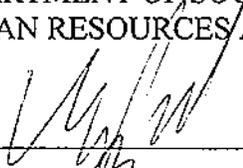
On December 16, 2014, the U.S. Department of Housing and Urban Development (HUD) implemented the new Uniform Administrative Requirements at 2 CFR Part 200, pursuant

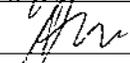
to 2 CFR section 200.110, as amended. Pursuant to 2 CFR section 200.104, the new Uniform Administrative Requirements shall supersede OMB Circulars A-87, A-102, A-110, A-122, and A-133. In addition, the Uniform Administrative Requirements for Grants and Cooperative Agreements in the HUD regulations have been superseded by 2 CFR Part 200. Where this Agreement refers to such an OMB Circular, a Uniform Administrative Requirement for Grants and Cooperative Agreements in the HUD regulations, or 2 CFR Part 200, the requirement in effect at the time of the activity shall apply.

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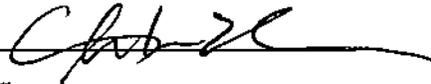
IN WITNESS WHEREOF, the parties have duly executed this Renewal Agreement on the date first above written.

CITY OF NEW YORK  
DEPARTMENT OF SOCIAL SERVICES  
HUMAN RESOURCES ADMINISTRATION

By  \_\_\_\_\_

Title  \_\_\_\_\_

CENTER FOR NEW YORK CITY NEIGHBORHOODS,  
INC.

By Christie Peale 

Title Executive Director \_\_\_\_\_

83-0506416

Fed. Employer I.D. No. or Soc. Sec. No.

STATE OF NEW YORK )

: SS:

COUNTY OF NEW YORK)

On this 19 day of February 20 16, before me personally came Vincent J. Acco, to me known and known to me to be \_\_\_\_\_ of the HUMAN RESOURCES ADMINISTRATION/DEPARTMENT OF SOCIAL SERVICES of the CITY OF NEW YORK, the person described in and who executed the foregoing instrument, and she/he acknowledged to me that she/he executed the same for the purpose therein mentioned.

Sharon James-Leonce  
NOTARY PUBLIC

SHARON JAMES-LEONCE  
Commissioner of Deeds  
City of New York No. 2-13026  
Certificate Filed in New York County  
Commission Expires May 01, 20 16

STATE OF NY )

: SS:

COUNTY OF WESTCHESTER)

VERONICA DELLI CARPINI  
Notary Public, State of New York  
No. 01DE6202722  
Qualified in Westchester County  
Commission Expires 3/03/2017

On this 16<sup>th</sup> day of FEBRUARY 20 16, before me personally came CHRISTIE PERRE, to me known, who, being by me duly sworn, did depose and say that she/he resides at 25 BETHUNE STREET, NEW YORK, NY 10014, that she/he is the EXECUTIVE DIRECTOR of CEPISK FOR NYC NEIGHBORHOODS, the corporation described in and which executed the above instrument; and that she/he signed her/his name thereto by order of the board of directors of said corporation.

V. Delli Carpin  
NOTARY PUBLIC

## Appendix A-2

## Appendix A-2: Scope of Work

### Article 1: Pre-Engagement Design and Deployment (Months 1-6):

#### A. Program Design

1. **Counseling and Operations Design:** Define scope of counseling issues in conjunction with HRO and vendor team. Review and provide feedback on program policies and procedures relevant to counseling. Define counseling individual case scope in conjunction with network partners and HRO. Create counseling referral triggers and intake scripting for HRS. Establish lis pendens clearing procedures. Draft Standard Operating Procedures for counseling referral systems. Finalize Small Business Administration ("SBA") cancellation counseling proposal and create Standard Operating Procedure. Revise Standard Operating Procedures based on counseling pilot launch.
2. **Case Management System Design:** Develop outline, templates, and descriptions for Case Management System ("CMS") needs for counseling. Provide feedback on CMS modules under development. Review and comment on business requirements documents. Devise additional CMS requests and feedback in response to initial pilot.
3. **Build it Back Program Design:** Provide process flow revision memoranda for vendor team prior to November pilot effort. Provide additional process flow revision feedback and staff November pilot effort. Develop proposal for addressing SBA cancelled loans through counseling. Finalize SBA cancellation counseling Workbook, Report, and Determination templates. Link SBA cancellation counseling service with Solix eligibility review processes. Co-draft initial Option Review Meeting SOP. Close out counseling pilot with policy review team briefing, including policy recommendations regarding lis pendens. Draft multiple quality assurance/quality control plan drafts with vendor and HRO team. Prepare and initiate use of standard counseling program reporting templates for weekly review sessions with HRO.

#### B. Program Deployment

- a. **Call Center Management and Operations:** Commence counseling call center work under pilot. Complete counseling "look-back" to screen pre-training referrals. Develop counseling call center launch scripts to screen and schedule all anticipated counseling needs. Implement work plan to outreach to full "Needs Counseling" population, including mortgage distress, document assistance, pathway selection, contractor fraud referrals. Develop and implement SBA messaging and screening/scheduling action plan.
- b. **Training:** Develop and present training modules on SBA Loan Counseling, reporting requirements, and counseling program launch; train Build it Back Customer Service staff. Create and present training program on counseling subject matter for HRS, site supervisors, and URS call center personnel. Develop and present training to counselors on CMS, coordination of benefits, option review meetings.

- c. **Casework Mobilization:** Deploy, in coordination with select community-based housing counseling and legal services providers, counseling pilot tailored to Build it Back program needs and CDBG-DR and other regulatory compliance requirements. Scale initial pilot program focused on foreclosure and mortgage distress into full counseling program scope. Initiate on-site counseling appointments at Ft. Tilden. Launch SBA cancellation counseling services. Provide case support and supervision of initial SBA cancellation cases to support completion of initial Workbooks/Reports.
- d. **November Pilot Effort:** Staff November pilot team with counseling program director and assist in selection of initial ORM applicants. Develop counseling services tailored to Option Review Meetings and coordinated staffing to all sites during launch of initial ORMs.

**Article 2: On-Going Operations (Months 7-42):**

**A. Program Management (40%)**

1. **Network Partner Contract Management:** negotiating and managing subcontracts for network partners to provide counseling services; ensuring network partner compliance; ensuring network partner project readiness and appropriate staffing levels; negotiating additional network partner contracts
2. **Accounting/Fiscal Management:** tracking and reviewing all counseling deliverables; invoicing for payment to subcontractors; accounting with respect to CNYCN internal program costs
3. **Quality Assurance / Quality Control:** carrying out quality assurance plan with respect to counseling, including weekly reporting and corrective action on weekly findings; performing network partner site visits and corrective action
4. **Production Management:** staffing deputy program manager for counseling to track counseling case progress and align counseling program with overall program production goals; staffing program-wide production coordination calls as requested by HRO; providing feedback to program on achieving overall program production goals as requested by HRO
5. **Professional Services:** audit preparation, financial management, CDBG-DR compliance, legal services

**B. Program Design (20%)**

1. **Ongoing Program Development:** Creating additional and revising existing Standard Operating Procedures; designing and redesigning CMS modules as needed; creating new processes, conversation scripts, forms, templates, and applicant-facing materials

2. **Program Leadership:** At HRO direction, devoting senior staff to case management and other program leadership meetings and contributing to policy development

### **C. Program Deployment (40%)**

1. **Counseling Screening and Scheduling Functions:** Managing and staffing counseling call center; conducting screening and scheduling phone calls to applicants potentially in need of counseling (both incoming and outgoing calls); performing pre-call case research and analysis; tracking, reporting, and prioritizing outgoing calls; developing and refining conversation scripts; coordinating with other call centers, including training other call centers on counseling procedures; analyzing cases flagged with lis pendens opportunity flag to determine whether counseling is needed
2. **Counselor support:** assisting counselors with escalated cases; coordinating counseling cases with case management and other program components; providing CMS troubleshooting and guidance for counselors; training counselors and building network partner capacity to counsel program applicants
3. **Overall program support:** designing and delivering training for Application Coordinators, case managers, customer service, site managers regarding counseling and process linkages
4. **Communications:** developing new customer-facing materials related to counseling services, including fliers, forms, letters, FAQs, website content, and revising existing materials
5. **Outreach:** coordinating on-site counseling desks and ensuring continuous staffing; planning and coordinating outreach projects at HRO request

### **Article 3: Housing Counseling**

#### **A. Contractor shall:**

1. Provide one-on-one counseling sessions with individual homeowners on the financial implications of their housing assistance options;
2. Assist homeowners in understanding technical financial terms and concepts, and implications of their choices as they relate to the CDBG Grant Assistance;
3. Assist homeowners to address contractor fraud, bank-held insurance proceeds, complex coordination of benefits documentation including F13 assistance, and SBA loan issues that inhibit progress towards Grant Agreement (“issue resolution counseling”);
4. Help applicants address foreclosure and mortgage distress, and explore alternatives for homeowners with a gap in housing funds;

5. Provide housing mobility services to applicants who must relocate due to Build it Back construction, including: providing information, advice, and assistance in searching for temporary housing that meets household needs; helping applicants secure Temporary Relocation Assistance available through Build it Back; applying for unmet needs funding from sources outside of Build it Back that may include the Neighborhood Recovery Fund, Sandy Temporary Rental Program, the Unmet Needs Roundtable.
  6. Carry out the following for applicants referred for City Acquisition counseling: utilizing a title report provided by HRO, contact each lien holder to determine the lien satisfaction (payoff) amount; meet with applicant to discuss the lien amounts and the impact of liens upon the acquisition or buyout offer; meet with applicant to discuss the lien amounts and the impact of liens upon their acquisition or buyout offer; negotiate with lien holders to reduce lien amounts to levels that will facilitate the acquisition or buyout transaction (counselors are not expected to act as the applicant/homeowner's agent or representative for any other purposes than negotiating with lien holders); provide written reports to HRO of the results of negotiations with lien holders (if requested); obtain final lien payoff amounts from lenders prior to closing and communicate final lien payoff amounts to HRO or its designees in a timely manner; counsel homeowners regarding the purchase of their properties by HRO's designee.
  7. Assist applicants with other counseling related to issues with the applicant's application to the Program as directed by HRO.
- B. **Intake/Signed Form:** Counselors shall submit a signed form(s) indicating session(s) completed with summary of applicants' key concerns and potential for resolution (to the extent permitted while protecting privacy).
- C. **Action Plan:** Counselors shall develop an Action Plan for meeting eligibility requirements, overcoming mortgage distress, or addressing issues.
- D. **Written Report:** Contractor shall produce a report providing analysis of homeowner's individual financial situation (housing counseling only).
- E. **Intensive Counseling Certification:** Contractor shall provide additional counseling for applicants with cases requiring more intensive counselor assistance as defined by more than ten hours of counseling (approximately 30% of all homeowners referred to counseling are anticipated to require this level of service). CNYCN and its network partners shall keep track of their time spent with the applicant.
- F. **Housing Counseling by Phone:** CNYCN shall provide, at HRO's direction, housing counseling services via phone. Phone counseling sessions completed either by a housing counseling agency or by CNYCN staff shall be considered equivalent to "Housing Intake/Signed Form" for billing purposes, except that an intake form signed by the applicant shall not be required. CNYCN must document the completion and outcome of phone counseling sessions in CMS in accordance with HRO specifications. HRO must approve the scope of phone counseling services in writing to CNYCN before CNYCN may proceed with such an effort.

1. The Contractor may perform and bill for multiple phone counseling sessions for an applicant if the applicant presents a new issue(s) that are distinct and unrelated to the issue that the applicant presented in a prior phone counseling session and where a new session would be required to properly address the issue(s). If the aforementioned conditions are not met, such counseling session shall be treated as a continuation of the prior session and the Contractor may not bill for multiple phone counseling sessions for the same issue.

**Article 4: Legal Counseling:**

**A. Contractor shall:**

1. Provide one-on-one counseling sessions with individual homeowners on the legal implications of their housing assistance options;
2. Help applicants address foreclosure and mortgage distress;
3. Assist homeowners with resolution of complex case management process issues including but not limited to contractor fraud, bank-held insurance proceeds, complex coordination of benefits documentation, and SBA loan issues that inhibit progress towards Grant Agreement;
4. Assist homeowners in understanding their legal rights and responsibilities with respect to real estate, tenants, etc.;
5. Carry out the following for applicants referred for City Acquisition counseling: utilizing a title report provided by HRO, contact each lien holder to determine the lien satisfaction (payoff) amount; meet with applicant to discuss the lien amounts and the impact of liens upon the acquisition or buyout offer; meet with applicant to discuss the lien amounts and the impact of liens upon their acquisition or buyout offer; negotiate with lien holders to reduce lien amounts to levels that will facilitate the acquisition or buyout transaction (counselors are not expected to act as the applicant/homeowner's agent or representative for any other purposes than negotiating with lien holders and are prohibited from providing litigation representation to the homeowner); provide written reports to HRO of the results of negotiations with lien holders (if requested); obtain final lien payoff amounts from lenders prior to closing and communicate final lien payoff amounts to HRO or its designees in a timely manner; counsel homeowners regarding the purchase of their properties by HRO's designee.; and
6. Assist applicants with other counseling related to issues with the applicant's application to the Program directed by HRO.

**B. *Intake/Signed Form:*** Counselors shall submit signed form indicating sessions completed with summary of applicants' key concerns and potential for resolution (to the extent permitted while protecting privacy.)

**C. *Action Plan:*** Counselors shall develop Action Plans for meeting eligibility requirements, overcoming mortgage distress, or issue resolution.

**D. *Intensive Counseling Certification:*** Contractor shall provide additional counseling for applicants with cases requiring more intensive counselor assistance as defined by more than ten hours of counseling (Approximately 30% of all homeowners referred to

counseling are anticipated to require this level of service). CNYCN and their network partners shall keep track of their time spent with the applicant.

E. **Legal Counseling by Phone:** CNYCN shall provide, at HRO's direction, legal counseling services via phone. Phone counseling sessions completed by a legal counseling agency shall be considered equivalent to "Legal Intake/Signed Form" for billing purposes, except that an intake form signed by the applicant shall not be required. CNYCN must document the completion of phone counseling sessions in CMS in accordance with HRO specifications. HRO must approve the scope of phone counseling services in writing to CNYCN before CNYCN may proceed with such an effort.

1. The Contractor may perform and bill for multiple phone counseling sessions for an applicant if the applicant presents new issue(s) that are distinct and unrelated to the issue that the applicant presented in the prior phone counseling session, and where a new intake meeting would be required to properly address the issue(s). If the aforementioned conditions are not met, such counseling session shall be treated as a continuation of the prior session and the Contractor may not bill for multiple phone counseling sessions for the same issue.

#### **Article 5: Special Projects**

A. The Contractor shall provide the following services:

1. **SBA Declined Loan Workbook:** For applicants who have cancelled an SBA loan and are requesting that it be removed from their coordination of benefits analysis as a received benefit, counselor will work with applicants to complete a Cancelled SBA Loan Workbook and produce a Counselor Report that documents, quantifies, and explains any hardship that lead to the applicant's declination of the SBA loan.
2. **SBA Declined Loan CNYCN Determination:** Reviewers will rely upon the information contained in the Cancelled SBA Loan Workbook and Counselor Report and complete a determination as required by HUD that sets forth whether an award of program funds would be duplicative of Build it Back benefits and whether an award of program funds would be necessary and reasonable given the cancelled SBA loan. Reviewers will ensure that determinations are communicated appropriately to vendor team and counselors. Where determinations are positive, SBA loans will be removed as a received-benefit for purposes of coordination of benefits; where determinations are negative, counselors will be informed of the determination and will advise applicants about their options for continuing through the program.
3. **Housing Recovery Center Outreach:** Drawing from its network of community-based counseling agencies, CNYCN shall provide counselors to staff outreach desks at 3 housing recovery centers. The counselor staffing each desk will provide brief advice to applicants and assist with completing complex program documents, including the F13. Applicants visiting a counseling desk who need more in-depth assistance will be scheduled for a follow-up appointment with Build it Back counseling. Counselors at

outreach desks will also connect applicants with appropriate resources outside of the Build it Back program.

4. **Community Outreach:** CNYCN shall also provide, upon request, community outreach services lead by counselors with the goal of ensuring that LMI applicants understand their options and remain engaged in the program, or become engaged with the program. These services will be provided upon request by HRO. The specific scope of these outreach efforts will be in writing from HRO. In response to an HRO request, CNYCN shall provide a level of effort and cost. CNYCN must obtain prior approval in writing from HRO before proceeding with such efforts. (Time and Materials)

#### **Article 6: Temporary Relocation Advisory Services**

- A. In accordance with HRO's plan to ensure compliance with the Uniform Relocation Act (URA), counselors shall provide advisory services to tenants who may need to temporarily relocate due to work being performed by the program. HRO will provide CNYCN with a list of applicants and their tenants required to relocate. HRO will provide CNYCN with any requirements regarding the delivery of tenant advisory services that may be necessary to ensure compliance with the URA. CNYCN will be responsible for scheduling the advisory service meeting. During this meeting, counselors will gather required tenant information and will provide tenants who will be temporarily relocated with the rights and conditions of their temporary move. The counselor will also ask tenants to sign the Relocation Agreement indicating that they understand their relocation benefits and responsibilities. After the meeting the counselor shall complete and submit a Tenant Advisory Services Session Record reflecting the date of the meeting and key outcomes and upload the Relocation Agreement if signed. Subsequent to the tenant advisory services meeting, if the landlord's signature on the Relocation Agreement is still not available, CNYCN will contact the landlord to obtain signature. CNYCN shall provide ongoing counseling as provided for in Article 3 or Article 4, as appropriate, to landlord applicants as needed for other issues.

#### **Article 7: Performance Outcomes, Penalty and Bonus**

- A. Effective January 1, 2015, the Contractor shall close 75 percent of counseling cases within 21 calendar days. This performance outcome is calculated by dividing the number of counseling cases completed in 21 days or less from the date of case commencement by the total number of counseling cases completed during the quarter (the "Target Rate"); provided, however, that for every 5 cases that Contractor commences above 300 during the quarter, the Target Rate shall be decreased by 1 percent, but shall not be decreased below 50 percent. The Contractor shall achieve this performance outcome on a quarterly basis, as reported on the HRO performance RecoveryStat Report. The quarters are defined as follows:
  - a. January 1, 2015 through March 31, 2015;

- b. April 1, 2015 through June 30, 2015;
  - c. July 1, 2015 through September 30, 2015;
  - d. October 1, 2015 through December 31, 2015.
  - e. January 1, 2016 through March 31, 2016;
  - f. April 1, 2016 through June 30, 2016;
  - g. July 1, 2016 through September 30, 2016; and
  - h. October 1, 2016 through December 31, 2016.
- B. The City shall withhold ten percent (10%) of the amount payable on each monthly invoice as retainage. At the end of each quarter, if the Contractor has achieved the required performance outcome in paragraph A above, on average, for the quarter, or at the sole discretion of the City, the amount retained by the City shall immediately become payable the following month. All remaining retainage amounts, if any, will become payable to the Contractor at the end of the Agreement term, except as otherwise provided in this Agreement.
- C. If Contractor exceeds the required performance outcome in paragraph A above for a rating quarter, the City shall, on the following month's invoice, pay Contractor a performance bonus. The performance bonus shall be ten percent (10%) of the following month's invoice.

#### **Article 8: Sandy Hiring**

##### **A. JOB POSTING REQUIREMENTS**

1. Contractor and all subcontractors agree to inform Sandy Recovery Workforce1, managed by NYC Department of Small Business Services, of all job opportunities arising from this Contract. The Contractor must inform Sandy Recovery Workforce1 of any hiring need, and the requirements of the jobs to be filled, no less than three weeks prior to the intended first day of employment for each new position, unless otherwise approved by the City. Sandy Recovery Workforce1 will work with Contractor to develop a recruitment plan which will outline clear instructions as to when, where, and how interviews will take place. Sandy Recovery Workforce1 will screen applicants based on employer requirements and refer applicants whom it reasonably believes are qualified to the Contractor for interviews. The Contractor must interview referred applicants whom it reasonably believes are qualified, and must provide feedback on all interviewed candidates within two business days and report new hires to Sandy Recovery Workforce1 once confirmed.
2. Sandy-impacted residents will be given first priority to register for opportunities with the rebuilding effort on-line and at Workforce1 and Build it Back centers.

##### **B. WORKFORCE RECORDKEEPING REQUIREMENTS**

1. The Contractor must provide at least one full-time staff dedicated to tracking local hiring daily at the job sites and ensuring implementation of the requirements of this Rider.
2. The Contractor must comply with monthly reporting requirements set forth by HRO, which include, but are not limited to, data that HRO is required to report under Local Law 140 of the City of New York and Section 3 of the Housing and Urban Development Act of 1968, as well as data collection related to Executive Order 11246. The Contractor must provide HRO with a Monthly Report of such data by the fifteenth of every month for the prior month using the paper and/ or electronic reporting format provided by HRO, and must complete all applicable fields. In the situation that reporting particular information is impossible for the Contractor, the Contractor may apply for an exemption. Any application for an exemption must be made before the expiration of thirty (30) days after the commencement date of this Agreement, and shall be in the form specified by HRO. Exemption may be granted upon a showing that the operation of this Section will constitute a hardship, within the sole discretion of the Department. The content of this Monthly Report may change at any time as the City's reporting needs change.

**Article 9: Changes to Scope of Work**

The City reserves the right, in its sole discretion, to remove services from the Scope of Work of the Agreement, as modified herein. If the City chooses to exercise this right, it shall provide twenty (20) calendar days written notice to Contractor, and Contractor shall no longer be required to perform the services specified in the City's notice, nor shall the City be required to make continued payment for the specified services.

**Appendix B-2: CDBG Rider**

**UNIFORM FEDERAL CONTRACT PROVISIONS RIDER  
FOR FEDERALLY FUNDED PROCUREMENT CONTRACTS  
(11/10/2015)**

*[Instructions to Agencies: This Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts ("Rider") must be attached to all federally funded procurement contracts (of any dollar amount) that are subject to 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). This Rider does not apply to subrecipient or subaward agreements. Procurement contracts funded by the U.S. Department of Housing and Urban Development CDBG Program or CDBG-DR Program must also include the CDBG or CDBG-DR Rider, as applicable.]*

**A. Definitions.** As used in this Rider:

- (1) "Awarding Entity" means the entity awarding the Contract. The Awarding Entity may be the City or a contractor at any tier.
- (2) "City" means the City of New York.
- (3) "Commissioner" means the head of the City agency entering into this Contract.
- (4) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.
- (5) "Contract" refers to the contract or the agreement between the Awarding Entity and the Contractor.
- (6) "Contractor" means the entity performing the services pursuant to a Contract.
- (7) "Federal Agency" means the U.S. agency or agencies funding this Contract in whole or in part.
- (8) "Government" means the U.S. government.
- (9) "Rider" means this Uniform Federal Contract Provisions Rider.

**B. Termination and Remedies for Breach of Contract.** The following provisions concerning remedies for breach of contract and termination apply to Contracts between the City and the City's Contractor.

- (1) **Remedies for Breach of Contract.** If the Contractor violates or breaches the Contract, the City may avail itself of any or all of the remedies provided for elsewhere in this Contract. If there are no remedies provided for elsewhere in this Contract, the City may avail itself of any or all of the following remedies.

After declaring the Contractor in default pursuant to the procedures in paragraph (a) of subdivision (2) of this section (B) below, the City may (i) withhold payment for unsatisfactory services, (ii) suspend or terminate the Contract in whole or in part; and/or

(iii) have the services under this Contract completed by such means and in such manner, by contract procured with or without competition, or otherwise, as the City may deem advisable in accordance with all applicable Contract provisions and law. After completion of the services under this Contract, the City shall certify the expense incurred in such completion, which shall include the cost of procuring that contract. Should the expense of such completion, as certified by the City, exceed the total sum which would have been payable under the Contract if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the City may be charged against and deducted out of monies earned by the Contractor.

(2) **Termination.** The City shall have the right to terminate the Contract in whole or in part for cause, for convenience, due to force majeure, or due to reductions in federal funding. If the Contract does not include termination provisions elsewhere, the following termination provisions apply:

a. **Termination for Cause.** The City shall have the right to terminate the Contract, in whole or in part, for cause upon a determination that the Contractor is in default of the Contract. Unless a shorter time is determined by the City to be necessary, the City shall effect termination according to the following procedure:

i. *Notice to Cure.* The City shall give written notice of the conditions of default signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Contract pending the outcome of the default proceedings pursuant to this section.

ii. *Opportunity to be Heard.* If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, the Commissioner may declare the Contractor in default. Before the Commissioner may exercise his or her right to declare the Contractor in default, the Contractor must be given an opportunity to be heard upon not less than five (5) business days' notice. The Commissioner may, in his or her discretion, provide for such opportunity to be in writing or in person. Such opportunity to be heard shall not occur prior to the end of the cure period but notice of such opportunity to be heard may be given prior to the end of the cure period and may be given contemporaneously with the Notice to Cure.

iii. *Notice of Termination.* After an opportunity to be heard, the Commissioner may terminate the Contract, in whole

or in part, upon finding the Contractor in default. The Commissioner shall give the Contractor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of termination. If no date is specified in the Notice of Termination, the termination shall be effective either 10 calendar days from the date the notice is personally delivered or 15 calendar days from the date Notice of Termination is sent by another method. The Notice of Termination shall be personally delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope.

iv. *Grounds for Default.* The City shall have the right to declare the Contractor in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;

3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the Commissioner;

4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:

a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;

c. a criminal violation of any state or federal antitrust law;

d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18

U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or

f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

v. *Basis of Settlement.* The City shall not incur or pay any further obligation pursuant to this Contract beyond the termination date set by the City in its Notice of Termination. The City shall pay for satisfactory services provided in accordance with this Contract prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Contract prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Contract. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

b. **Termination for Convenience.** The City shall have the right to terminate the Contract for convenience, by providing written notice ("Notice of Termination") according to the following procedure. The Notice of Termination shall specify the applicable provision(s) under which the Contract is terminated and the effective date of termination, which shall be not less than 10 calendar days from the date the notice is personally delivered or 15 days from the date the Notice of Termination is sent by another method. The Notice of Termination shall be personally

delivered, sent by certified mail return receipt requested, or sent by fax and deposited in a post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. The basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

**c. Termination due to Force Majeure**

- i. For purposes of this Contract, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Force Majeure Events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.
- ii. In the event the Contractor cannot comply with the terms of the Contract (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Contract. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Contract because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Contract. Such a termination shall be deemed to be without cause.
- iii. If the City terminates the Contract due to a Force Majeure Event, the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

**d. Termination due to Reductions in Federal Funding**

- i. This Contract is funded in whole or in part by funds secured from the Federal government. Should the Federal government reduce or discontinue such funds, the City shall have, in its sole discretion, the right to terminate this Contract in whole or in part, or to reduce the funding and/or level of services of this Contract caused by such action by the Federal government, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Contract and in the total amount payable under this Contract. Any reduction in funds pursuant to this

paragraph shall be accompanied by an appropriate reduction in the services performed under this Contract.

- ii. In the case of the reduction option referred to in subparagraph (i), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than 30 calendar days from the date of such notice. Prior to sending such notice of reduction, the City shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven calendar days any suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the City shall not be bound to utilize any of the Contractor's suggestions and that the City shall have sole discretion as to how to effectuate the reductions.
- iii. If the City reduces funding pursuant to this paragraph (c), the basis of settlement shall be as provided for in subparagraph (iv) of paragraph (a) of subdivision (2) of this section (B), above.

**C. Standard Provisions.** The Contractor shall comply with, include in its subcontracts, and cause its subcontractors to comply with the following provisions, as applicable:

- (1) *Reporting.* Contractor shall be required to produce and deliver such reports relating to the services performed under the Contract as may be required by the Awarding Entity, City or any other State or Federal governmental agency with jurisdiction.
- (2) *Non-Discrimination.* Contractor shall not violate any Federal, State, or City law prohibiting discrimination concerning employment, the provision of services, and, if applicable, housing, funded by this Contract.
- (3) *Environmental Protection.* If the Contract is in excess of \$150,000, the Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. § 7401-7671q), Federal Water Pollution control Act (33 U.S.C. §§ 1251-1387) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor shall include this provision in all subcontracts.
- (4) *Energy Efficiency.* The Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163).
- (5) *Debarment.* The Contractor certifies that neither it nor its principals is currently in a state of debarment, suspension, or other ineligible status as a result of prior performance, failure, fraud, or violation of City laws. The Contractor further certifies that neither it nor

its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs. The City reserves the right to terminate this Contract if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.

- (6) *Byrd Anti-Lobbying Amendment (31 USC §1352)*. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining this Contract. If the Contract is \$100,000 or more, the Contractor shall disclose to the City any lobbying with non-Federal funds that took place in connection with obtaining this Contract. Each lower tier subcontractor shall make such certification and forward any required disclosures from tier to tier up to the City as grant recipient. (Certification appears in Federal Appendix A)
- (7) *Solid Waste Disposal Act*. Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$ 10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (8) *Documentation of Costs*. All costs shall be supported by properly executed payrolls, time records, invoices, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and regularly accessible.
- (9) *Records Retention*. The Contractor shall retain all books, documents, papers, and records relating to the services performed under the Contract for three years after final payment under the Contract is made and all other pending matters are closed.
- (10) *Records Access*. The Contractor shall grant access to the City, State or any other pass-through entity, the Federal Agency, Inspectors General, and/or the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and/or records of the Contractor that are pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- (11) *Small Firms, M/WBE Firms, and Labor Surplus Area Firms*. Contractor shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

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

(12) *Intangible Property.*

- a. Pursuant to 2 CFR § 200.315(d), the Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Contract or subcontract; and (b) any rights of copyright to which a Contractor purchases ownership with grant support.
- b. Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Contract ("Copyrightable Materials"), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Contract without the prior written

permission of the City. The City may grant the Contractor a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.

- c. The Contractor acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.
- d. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.
- e. The Contractor shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Contract and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- f. If the Contractor publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

**D. Special Provisions for Construction Contracts.** If this Contract involves Construction work, design for Construction, or Construction services, all such work or services performed by the Contractor and its subcontractors shall be subject to the following requirements in addition to those set forth above in paragraphs (A), (B), and (C):

(1) *Federal Labor Standards.* The Contractor will comply with the following:

- a. The Davis-Bacon Act (40 U.S.C. §§ 3141-3148): If required by the federal program legislation, in Construction contracts involving an excess of \$2000, and subject to any other federal program limitations, all laborers and mechanics must be paid at a

rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the City. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions.

- b. If required by the federal program legislation and subject to any other federal program limitations, Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701-3708), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits, under any Construction contract costing in excess of \$2000. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages.
- c. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but "permissible" salary deductions.
- d. If this Contract involves Construction work, design for Construction, or Construction services, a more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

- (2) *Equal Employment Opportunity*. Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60) for Construction contracts or subcontracts in excess of \$10,000. The Contractor shall include the notice found at FEDERAL EXHIBIT I in all Construction subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction .

**Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000.**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this Contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

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

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

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

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

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

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

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

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

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

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

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

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

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

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

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female Contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

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

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

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

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

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

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

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

- (3) (A) **Equal Opportunity Clause** (for contracts for Construction Work) required by 41 CFR Part 6-1.4(b). **Effective through January 10, 2016**

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) 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.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(B) Equal Opportunity Clause (for contracts for Construction Work) required by 41 CFR Part 6-1.4(b). [Effective starting January 11, 2016]

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**E. Rights to Inventions. [Special Provisions For Contracts Involving Experimental, Developmental, or Research Work.]**

(1) If this Contract involves the performance of experimental, developmental, or research work by the Contractor or its subcontractors, and the entity performing such work is a Nonprofit Organization or Small Business Firm as defined below, the following provisions apply in addition to those set forth above in paragraphs (A), (B), and (C), unless the Contract specifically states that this provision is superseded:

*a. Definitions.* The following definitions apply to this section (D).

- i. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. § 2321 *et seq.*).
  - ii. "Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.
  - iii. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
  - iv. "Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.
  - v. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
  - vi. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- b. *Allocation of Principal Rights.* The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to

practice or have practiced for or on behalf of the United States the subject invention throughout the world.

c. *Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.*

- i. The Contractor will disclose each subject invention to the City and the Federal Agency within two months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. Such disclosure shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after such disclosure, the Contractor will promptly notify the City and the Federal Agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.
- ii. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the City and the Federal Agency within two years of disclosure to the City and the Federal Agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the Federal Agency to a date that is no more than 60 days prior to the end of the statutory period.
- iii. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign

patent applications where such filing has been prohibited by a Secrecy Order.

- iv. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may be granted at the discretion of the Federal Agency.

*d. Conditions When the Government May Obtain Title*

The Contractor will convey to the Federal Agency, upon written request, title to any subject invention --

- i. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the Federal Agency may only request title within 60 calendar days after learning of the failure of the Contractor to disclose or elect within the specified times.
- ii. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal Agency, the Contractor shall continue to retain title in that country.
- iii. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

*e. Minimum Rights to Contractor and Protection of the Contractor Right to File*

- i. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal Agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.

ii. The Contractor's domestic license may be revoked or modified by the funding Federal Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal Agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

iii. Before revocation or modification of the license, the funding Federal Agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty calendar days (or such other time as may be authorized by the funding Federal Agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and Federal Agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

f. Contractor Action to Protect the Government's Interest

i. The Contractor agrees to execute or to have executed and promptly deliver to the Federal Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal Agency when requested under paragraph (d) above and to enable the Government to obtain patent protection throughout the world in that subject invention.

ii. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary

to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

- iii. The Contractor will notify the Federal Agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty calendar days before the expiration of the response period required by the relevant patent office.
- iv. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal Agency). The government has certain rights in the invention."

g. Subcontracts

- i. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
  - ii. The Contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by 2 CFR § 200.315(c) and Appendix II to 2 CFR Part 200.
- h. *Reporting on Utilization of Subject Inventions.* The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the Federal

Agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the Federal Agency in connection with any march-in proceeding undertaken by the Federal Agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. § 202(c)(5), the Federal Agency agrees it will not disclose such information to persons outside the Government without permission of the Contractor.

- i. *Preference for United States Industry.* Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal Agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- j. *March-in Rights.* The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal Agency has the right in accordance with the procedures in 37 CFR § 401.6 and any supplemental regulations of the Federal Agency to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request the Federal Agency has the right to grant such a license itself if the Federal Agency determines that:
  - i. Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
  - ii. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee or their licensees;
  - iii. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee or licensees; or

iv. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

k. *Special Provisions for Contracts with Nonprofit Organizations.*  
If the Contractor is a nonprofit organization, it agrees that:

- i. Rights to a subject invention in the United States may not be assigned without the approval of the Federal Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
- ii. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the Federal Agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. § 202(e) and 37 CFR § 401.10;
- iii. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are Small Business Firms and that it will give a preference to a Small Business Firm when licensing a subject invention if the Contractor determines that the Small Business Firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not Small Business Firms; provided, that the Contractor is also satisfied that the Small Business Firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary may review the Contractor's licensing program and decisions regarding Small Business Firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps

to implement more effectively the requirements of this paragraph (k)(iv).

1. *Communication.* The central point of contact at the Federal Agency for communications on matters relating to this clause may be obtained from the City upon request.

Certification Regarding Lobbying

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date



NOTICE TO BIDDERS

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

Goals and Timetables for Minorities

<u>Trade</u>	<u>Goal</u> <u>(percent)</u>	
Electricians .....	9.0 to	10.2
Carpenters .....	27.6 to	32.0
Steamfitters .....	12.2 to	13.5
Metal Lathers .....	24.6 to	25.6
Painters .....	28.6 to	26.0
Operating Engineers .....	25.6 to	26.0
Plumbers .....	12.0 to	14.5
Iron Workers (structural) .....	25.9 to	32.0
Elevator Constructors .....	5.5 to	6.5
Bricklayers .....	13.4 to	15.5
Asbestos Workers .....	22.8 to	28.0
Roofers .....	6.3 to	7.5
Iron Workers (ornamental) .....	22.4 to	23.0
Cement Masons .....	23.0 to	27.0
Glazers .....	16.0 to	20.0
Plasterers .....	15.8 to	18.0
Teamsters .....	22.0 to	22.5
Boilermakers .....	13.0 to	15.5
All Other .....	16.4 to	17.5

Goals and Timetables for Women

From April 1, 1980 until the present ..... 6.9

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Contract, the "covered area" is the City of New York.

# CDBG-DR Rider

(Version 11.10.2015)

## INSTRUCTIONS TO NYC AGENCIES AND OFFICES

This CDBG Rider contains supplementary general conditions for use with procurement contracts and subrecipient agreements that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended. For all procurement contracts and subrecipient agreements funded by the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program, *except those funded by the regular CDBG ("CDBG") Program*, this CDBG-DR Rider must be included as an attachment, expressly made a part of, and incorporated by reference. A different rider with terms specific to the regular CDBG Program should be attached to CDBG funded procurement contracts and subrecipient agreements.

## FEDERAL REGISTER NOTICES

### DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Federal Register Notices applicable to the use of CDBG-DR Funds for Hurricane Sandy disaster recovery are available on the HUD Web site at <https://www.hudexchange.info/cdbg-dr/cdbg-dr-laws-regulations-and-federal-register-notices>.

## SECTION 3 NOTICE

HUD recently issued proposed amendments to the Section 3 regulations in 24 CFR Part 135. If HUD finalizes and promulgates the amendments to 24 CFR Part 135 during the term of this Agreement, the Contractor or Subrecipient will be required to adhere to the amended 24 CFR Part 135.

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## ARTICLE 1. DEFINITIONS

As used in this CDBG-DR Rider:

(a) "Act" means Title 1 of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

(b) "Agency" means the entity, or entities, executing this Agreement on behalf of the City of New York.

(c) "Agreement" means either the "contract" (as defined by 2 CFR § 200.22) between the City and the Contractor or the agreement between the City and "Subrecipient" as defined by 2 CFR § 200.93 as the context requires.

(d) "City" means the City of New York.

(e) "Construction" means the building, rehabilitation, alteration, conversion, extension, demolition, painting or repair of any improvement to real property.

(f) "Contractor" and/or "Subrecipient" means the entity or entities executing this Agreement, other than the Agency.

(g) "Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

(h) "Grant" means Community Development Block Grant Program funds provided to the City of New York by the Federal Department of Housing and Urban Development or a pass-through entity.

(i) "Hometown Plan" means a voluntary areawide plan that was developed by representatives of affected groups (usually labor unions, minority organizations, and contractors), and subsequently approved by the Office of Federal Contract Compliance (OFCC), for purposes of implementing the equal employment opportunity requirements pursuant to Executive Order 11246, as amended.

(j) "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his or her behalf.

(k) "Program" means the New York City Community Development Block Grant Program approved by HUD as the same may from time to time be amended.

(l) "Real property" means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and moveable equipment.

(m) "Subcontractor" means any person, firm or corporation, other than employees of the Contractor or the Subrecipient, or another Subcontractor who is engaged by the Contractor or the Subrecipient to furnish (i) services, (ii) labor or (iii) services and/or labor and materials at the site of the work performed under this Agreement.

## ARTICLE 2. HOUSING AND COMMUNITY DEVELOPMENT ACT AND NATIONAL ENVIRONMENTAL POLICY ACT

*[Applicable to Contractors and Subrecipients]*

This Agreement is subject to Title 1 of the Housing and Community Development Act of 1974 (P.L. 93-383) as amended (The Act) and all rules, regulations and requirements now issued or hereafter issued pursuant to the Act; the Agreement may be suspended and/or terminated without liability to the City if the Grant to the City pursuant to the Act is suspended or terminated, and unless and until the City or Agency receives Community Development funds in an amount that is deemed sufficient to enable it to fund this Agreement, the City or Agency is under no obligation to make any payments to the Contractor or Subrecipient. In this regard, the Agency is under no obligation to make any payments to the Contractor or Subrecipient, and shall not make any such payment, and the Contractor or Subrecipient shall not commence performance, until:

- (a) the Agency has received from the City's Office of Management and Budget instructions to proceed, evidencing compliance with the National Environmental Policy Act, as amended, and with regulations of the U.S. Department of Housing and Urban Development, related thereto, found at 24 CFR Part 58, and
- (b) the Contractor or Subrecipient has been notified of such instructions by the Agency. Furthermore, the Contractor or Subrecipient and the City mutually agree that the Contractor or Subrecipient shall not advance any funds, from any source without limitation, to pay for costs intended to be paid for under this Agreement prior to the receipt and notification described in this paragraph (a), and the City shall not reimburse the Contractor or Subrecipient for any costs incurred in violation of this provision.

## ARTICLE 3. LABOR REQUIREMENTS

*[Applicable to Contractors and Subrecipients; must be included in all subcontracts]*

- (a) **Section 3.** This Agreement is subject to Section 3 of the Housing and Urban Development Act of 1968 (P.L. 90-448) and implementing regulations at 24 CFR Part 135, as may be amended during the term of this Agreement. Pursuant to 24 CFR § 135.38, the Contractor or Subrecipient agrees to the following:
  1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701 u (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.
  2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the Part 135 regulations.

3. The Contractor or Subrecipient agrees to send to each labor organization or representative of workers with which the Contractor or Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's or Subrecipient'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.
4. The Contractor or Subrecipient 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 or Subrecipient will not subcontract with any Subcontractor where the Contractor or Subrecipient has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The Contractor or Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor or Subrecipient is selected but before the Agreement 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 or Subrecipient's obligations under 24 CFR Part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. 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 Agreement. 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 Agreement 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).
8. The Contractor or Subrecipient agrees to submit, and shall cause its subcontractors to submit, quarterly reports to the Agency detailing the number of new employees hired, the number of new Section 3 employees hired, and any affirmative efforts made to direct hiring efforts to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing during the previous quarter.

- (b) *The Davis-Bacon Act (40 U.S.C. §§ 3141 et seq.)*. In Construction contracts involving an excess of \$2000, unless exclusively in connection with the rehabilitation of residential property containing fewer than 8 units, the Contractor shall pay and the Subrecipient shall cause its contractors to pay all laborers and mechanics at a rate not less than those determined by the Secretary of Labor to be prevailing for the City, which rates are to be provided by the Agency. These wage rates are a federally mandated minimum only, and will be superseded by any State or City requirement mandating higher wage rates. The Contractor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7, which enforce statutory labor standards provisions. **This provision supersedes section D(1)(a) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**
- (c) *Overtime*. In Construction contracts involving an excess of \$2000, and subject to the exception in 24 CFR section 570.603 (regarding the rehabilitation of residential property containing less than 8 units), Contractor shall comply and the Subrecipient shall cause its contractor to comply with sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 et seq.), which provides that no laborer or mechanic shall be required or permitted to work more than eight hours in a calendar day or in excess of forty hours in any workweek, unless such laborer or mechanic is paid at an overtime rate of 1½ times his/her basic rate of pay for all hours worked in excess of these limits. In the event of a violation of this provision, the Contractor shall not only be liable to any affected employee for his/her unpaid wages, but shall be additionally liable to the United States for liquidated damages. **This provision supersedes section D(1)(b) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.**

#### **ARTICLE 4. ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION FOR SUBRECIPIENTS**

*[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section D(1)(c)-(d), (2) and (3).]*

If this Agreement involves Construction work, design for Construction, or Construction services, all such work or services performed by the Subrecipient and its Subcontractors shall be subject to the following requirements:

- (a) *Impermissible Salary Deductions*. In Construction contracts of any amount, the Subrecipient shall cause its Subcontractor to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the regulations contained in 29 CFR Part 3, requiring that all laborers and mechanics shall be paid unconditionally and not less often than once a week, and prohibiting all but "permissible" salary deductions.
- (b) *Federal Labor Standards*. In Construction contracts of any amount, the Subrecipient shall cause its Subcontractors to comply with the more detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.

- (c) **Equal Employment Opportunity.** In Construction contracts or subcontracts in excess of \$10,000, the Subrecipient shall cause its Subcontractors to comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR chapter 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

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

which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

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

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

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

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

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

- community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation

employment to minority and female youth both on the site and in other areas of a contractor's work force.

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

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

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

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

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

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

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

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

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

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

- (d) A. **Equal Opportunity Clause [Effective through January 10, 2016]** Subrecipient shall include the following provisions, which are required by 41 CFR section 60-1.4(b), in all federally assisted contracts and subcontracts.

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

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

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**(B) Equal Opportunity Clause [Effective starting January 11, 2016]** Subrecipient shall include the following provisions, which are required by 41 CFR section 60-1.4(b), in all federally assisted contracts and subcontracts.

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

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

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or

federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **ARTICLE 5. FEDERAL NON-DISCRIMINATION LAWS**

*[Applicable to Contractors and Subrecipients]*

This Agreement is subject to:

- (a) Section 109 of the Act, which requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The Contractor or Subrecipient agrees to comply with provisions of 24 CFR Part 6, 8, and 146.
- (b) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284; 42 U.S.C. §§ 3602-3620), as amended, which prohibits discrimination in the sale or rental of housing and in the provision of brokerage services based on race, color, religion, sex, national origin, disability, or familial status, and which requires affirmative action in the furtherance of Fair Housing objectives.
- (c) Executive Order 11063, as amended by Executive Order 12259, pursuant to regulations issued at 24 CFR Part 107, which prohibits discrimination on the basis of race, color, religion, sex or national origin and requires equal opportunity in housing constructed, operated or provided with federal funds.
- (d) Title VI of the Civil Rights Act of 1964 (P.L. 88-352; 42 U.S.C. §§ 2000d *et seq.*) and implementing regulations in 24 CFR Part 1, which states that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any Program or activity made possible by, or resulting from, this Agreement.

- (e) Consistent with 24 CFR § 570.614, the Contractor or Subrecipient warrants that all services, programs, and/or Construction (including design and alteration) under this Agreement shall be performed in accordance with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities including, but not limited to, the following: Section 504 of the Rehabilitation Act, the Architectural Barriers Act of 1968 (42 U.S.C. § 4151-4157), the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 and Appendix A to 41 CFR Part 101-19, subpart 101-19.6), and the Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. §§ 155, 201, 218, and 225).
- (f) If the Contractor or Subrecipient is, or may be deemed to be, a religious or denominational institution or organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, the Contractor or Subrecipient agrees that in connection with services to be provided under this Agreement:
- i. it shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion.
  - ii. it shall not discriminate against any person applying for such public services on the basis of religion or religious belief and shall not limit such services or give preference to persons on the basis of religion or religious belief.
  - iii. it shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
  - iv. it shall not use CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under 24 CFR Part 570. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in 24 CFR Part 570. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property is subject to 24 CFR § 570.200(j)(5). In addition, payment may be authorized for a portion of eligible rehabilitation or construction costs attributable to the non-religious use of a facility that is not used exclusively for

religious purposes, pursuant to Section VI(A)(4)(c) of HUD Docket No. FR-56960-N-01.

The non-discrimination provisions in this Article shall be incorporated in and made a part of all subcontracts executed in connection with this Agreement.

- (g) Subrecipients shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).

**ARTICLE 6. ENVIRONMENTAL PROTECTION; ENERGY EFFICIENCY; HISTORIC PRESERVATION; FLOOD PROTECTION; LEAD-BASED PAINT**

*[Paragraphs (a) – (e) applicable to Contractors and Subrecipients; paragraph (f) applicable to Subrecipients]*

- (a) For agreements, subcontracts, and subgrants of amounts in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401, Federal Water Pollution control Act (33 U.S.C. §§ 1251, et seq.) Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (provisions of 40 CFR Part 50 and 2 CFR Part 1532 related to the Clean Air Act and Clean Water Act). Violations must be reported to the Federal Agency and the Regional Office of the Environmental Protection Agency (EPA).
- (b) The Subrecipient and Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the New York State energy conservation plan issued in compliance with the Energy Policy Conservation Act (Pub. L. 94-163). Further, the Contractor or Subrecipient shall comply with the construction standards concerning energy efficiency set forth in section VI(A)(1)(a)(5) of HUD Docket No. FR-5696-N-01.
- (c) This Agreement is subject to laws and authorities listed in 24 CFR § 58.5, including the Historic Preservation Act of 1966 (P.L. 89-665; 16 U.S.C. §§ 470 *et seq.*), the Archeological and Historic Preservation Act of 1974 (P.L. 93-291; 16 U.S.C. §§ 469-469c), Executive Order 11593 and regulations at 36 CFR Part 800. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- (d) This Agreement is subject to the Lead-Based Paint Poison Prevention provisions found in 24 CFR § 570.608, the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (U.S.C. §§ 4851-4856, and 24 CFR Part 35, subparts A, B, J, K, and R. This provision is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.
- (e) Pursuant to the provisions in 24 CFR § 570.605, Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4106), and the regulations in 44 CFR Parts 59-79 apply to this Agreement.

- (f) Subrecipients shall implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements set forth in Section VI(B)(31) of HUD Docket No. FR-56960-N-01.

#### **ARTICLE 7. UNIFORM RELOCATION ASSISTANCE**

*[Applicable to Contractors and Subrecipients]*

This Agreement is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655) and regulations at 49 CFR Part 24 and 24 CFR section 570.606.

#### **ARTICLE 8. UNIFORM ADMINISTRATIVE REQUIREMENTS (INCLUDING PROCUREMENT STANDARDS), COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

*[Subdivision (a) is applicable to Contractors and Subrecipients; subdivision (b) is applicable to Subrecipients only; subdivision (c) is applicable to Contractors only]*

- (a) Pursuant to 2 CFR § 2400.101 and 24 CFR § 85.1, Subrecipients and Contractors are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 (commonly referred to the "Super Circular"), as applicable.
- (b) For the procurement of all subcontracts and goods contracts, Subrecipients are required to follow the procurement standards in 2 CFR §§ 200.318-200.326, except as allowed by 2 CFR § 200.110.
- (c) Contractors are subject to the Uniform Federal Contract Provisions Rider, attached to this Agreement.

#### **ARTICLE 9. UNEARNED PAYMENTS; INCOME; DOCUMENTATION OF COSTS; ACCOUNTING SYSTEM; FIDELITY BONDS; DISBURSEMENT RESTRICTIONS**

*[Paragraphs (a), (b), (d), and (e) are applicable to Contractors and Subrecipients; paragraph (d) is applicable to Subrecipients only]*

- (a) Unearned payments under this Agreement may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time, or if the Grant to the City under the Act is suspended or terminated. Unearned payments received by the Contractor or Subrecipient will be returned to the City.

The Contractor or Subrecipient agrees that if any income is generated from the Community Development Block Grant Program funded activities, Contractor or Subrecipient shall return such income to the City's Community Development Block Grant Program unless expressly authorized by the City. Such funds are subject to all applicable requirements governing the use of Community Development Block Grant

funds, including 24 CFR § 570.503(b)(3), which provides that, at the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs). Alternative program requirements concerning the definition of "program income" are set forth in Section VI(A)(17)(a)-(b) of Docket No. FR-56960-N-01, as amended by Section II(5) of Docket No. FR-5710-N-01.

- (b) All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents, pertaining in whole or in part to the Agreement, shall be clearly identified and readily accessible.
- (c) The Subrecipient shall submit to the Agency a detailed description of its accounting, reporting and internal control systems, including but not limited to the procedures for cash receipts, cash disbursements, payrolls, personnel policies, fixed petty cash controls and other systems which are necessary under the circumstances. The Agency shall evaluate and document all systems and only upon acceptance and approval of the accounting, reporting and internal control systems by the Agency, shall funds be disbursed to the Subrecipient, other provisions of the Agreement notwithstanding.
- (d) If required by the Federal awarding agency or elsewhere in this Agreement, the Agency must receive a statement from the Contractor's or Subrecipient's chief fiscal officer or its insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount equal to cash advances from the City. If the bond is cancelled or coverage is substantially reduced, the Contractor or Subrecipient shall promptly notify the Agency of this fact in every case not later than 48 hours. In such event, the Agency shall not disburse any more funds to the Contractor or Subrecipient until it has received assurance that adequate coverage has subsequently been obtained.
- (e) No money under this Agreement shall be disbursed by the Agency to any Contractor or Subrecipient except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Contractor or Subrecipient is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable, and provided that the Agency has completed HUD requirements, including but not limited to environmental certifications pursuant to 24 CFR Part 58.

#### **ARTICLE 10. RECORDS AND AUDITS**

##### ***[Applicable to Contractors and Subrecipients]***

- (a) Records shall be maintained in accordance with requirements prescribed by or in 2 CFR § 200.333, HUD and/or the City with respect to all matters covered by this Agreement and retained for at least three years after the City makes final payments and all other pending matters concerning this Agreement are closed, subject to the exceptions in 2 CFR § 200.333.

- (b) At such times on such forms as HUD and/or the City may require, there shall be furnished to HUD and/or the City such statements, records, reports, data and information, as HUD and/or the City may request pertaining to matters covered by this Agreement. At a minimum, such forms will include the following:
- (i) Quarterly Data Collection Report forms for the purpose of including specific Program description, accomplishment, expenditure and beneficiary information in the City's Quarterly Performance Reports.
  - (ii) Annual Property Register forms for the purpose of tracking the use of CDBG purchased equipment.
- (c) At any time during normal business hours and as often as the City, the Agency, HUD, Inspector General, U.S. General Accounting Office, and/or the Comptroller General of the United States may deem necessary, the Contractor or Subrecipient shall make available for examination to the City, HUD, Inspector General, U.S. General Accounting Office and/or representatives of the Comptroller General all of its books, accounts, records, reports, files, and other papers or property with respect to all matters covered by this Agreement and shall permit the City, HUD and/or representatives of the Comptroller General and the U.S. General Accounting Office to audit, examine, make excerpts of, and make transcriptions from such books, accounts, records, reports, files, and other papers or property and to make audits of all contracts, invoices, materials, payrolls, records or personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#### **ARTICLE 11. SUBCONTRACTORS**

##### ***[Applicable to Contractors and Subrecipients]***

- (a) The provisions of this Agreement shall apply to Subcontractors and their officers, agents and employees in all respects as if they were employees of the Contractor or Subrecipient. The Contractor or Subrecipient shall not be discharged from its obligations and liabilities, but shall be liable for all acts and negligence of Subcontractors, and their officers, agents and employees, as if they were employees of the Contractor or Subrecipient.
- (b) Employees of the Subcontractor shall be subject to the same provisions as employees of the Contractor or Subrecipient.
- (c) The services furnished by Subcontractors shall be subject to the provisions hereof as if furnished directly by the Contractor or Subrecipient, and the Contractor or Subrecipient shall remain responsible therefor.
- (d) Any subcontracts entered into pursuant to this Agreement shall include Exhibit 3 (Investigations Clause, Conflicts of Interest Clause; and Executive Order No. 50 provisions, which shall be binding on every Subcontractor.

## **ARTICLE 12. CONFLICTS; EXHIBITS**

*[Applicable to Contractors and Subrecipients]*

- (a) If any provision in this CDBG Rider directly conflicts with any other provision in the Agreement, the provision in CDBG Rider shall be controlling.
- (b) Federal Exhibits 1 and 2 are attached to, and made a part of this CDBG Rider.

## **ARTICLE 13. REVERSION OF ASSETS**

*[Applicable to Subrecipients]*

- (a) At the Agreement's expiration, the Subrecipient shall transfer to the City all CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds.
- (b) Any real property under the Subrecipient's control that was acquired or improved in whole or in part with Community Development funds in excess of \$25,000 must be used to either (i) meet the national objectives in Section 570.208 for a period of five years after acquisition if the property or completion of the improvements, as applicable, or (ii) disposed in a manner which results in the Program being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to, the property.

- (c) Title to all Equipment in excess of \$5,000 purchased pursuant to this Agreement with CDBG funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

## **ARTICLE 14. SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS**

*[Applicable to Subrecipients. Contractors must follow section C(11) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts.]*

Subrecipient shall take the following affirmative steps in the letting of subcontracts, if subcontracts are to be let, in order to ensure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

#### **ARTICLE 15. INTANGIBLE PROPERTY**

*[Applicable to Subrecipients. A similar provision for Contractors is included in the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts at section C(12).]*

- (a) Pursuant to 2 CFR § 200.315(d), the federal Government reserves a royalty-free, non-exclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use, and to authorize others to use, for Government purposes: (a) the copyright in any work developed under the Agreement or subcontract; and (b) any rights of copyright to which a Subrecipient purchases ownership with grant support.
- (b) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to the Agreement ("Copyrightable Materials"), and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to the contract, shall upon their creation become the exclusive property of the City. The Copyrightable Materials shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. § 101, and the City shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Subrecipient hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Subrecipient shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Subrecipient for no purpose other than in the performance of this Agreement without the prior written permission of the City. The City may grant the Subrecipient a license to use the Copyrightable Materials on such terms as determined by the City and set forth in the license.
- (c) The Subrecipient acknowledges that the City may, in its sole discretion, register copyright in the Copyrightable Materials with the United States Copyright Office or any other government agency authorized to grant copyright registrations. The Subrecipient shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.
- (d) The Subrecipient represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Subrecipient has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Contract, copies of which shall be provided to the City upon execution of this Contract.

- (e) The Subrecipient shall promptly and fully report to the City any discovery or invention arising out of or developed in the course of performance of this Agreement and the Contractor shall promptly and fully report to the Government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- (f) If the Subrecipient publishes a work dealing with any aspect of performance under this Agreement, or with the results of such performance, the City shall have a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use such work for City governmental purposes.

#### **ARTICLE 16. HATCH ACT; LOBBYING; CONFLICTS OF INTEREST**

*[Applicable to Subrecipients.]*

- (a) Hatch Act: The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- (b) Lobbying: The Subrecipient agrees that no funds provided will be used by it or its Subcontractors in violation of 24 CFR § 87.100.
- (c) Conflict of Interest: The Subrecipient agrees to abide by the provisions of 2 CFR §§ 200.112 and 200.318(c) and 24 CFR § 570.611.

#### **ARTICLE 17. SUSPENSION AND TERMINATION**

*[Applicable to Subrecipients.]*

- (a) The City may take enforcement action against a Subrecipient for non-compliance, as described in 2 CFR §§ 200.338 and 200.339(a)(1) & (2), including suspension or termination.
- (b) The City may terminate for convenience pursuant to 2 CFR § 200.339(a)(3).

#### **ARTICLE 18. PERFORMANCE REQUIREMENTS AND REMEDIES**

*[Applicable to Contractors]*

The Disaster Relief Appropriations Act, 2013 (Public L. 113-2) of January 29, 2013, requires contracts to contain "performance requirements and penalties." Accordingly, Contractor shall be subject to any performance requirements and remedial provisions and/or liquidated damages set forth in this Agreement. Contractor acknowledges that negative performance evaluations may impair its ability to win future contracts with the City as follows: Under City Procurement Policy Board (PPB) Rules section 4-01, Contractor is subject to performance evaluations at least once

annually. The City shall enter such performance evaluations into the VENDEX system. To the extent allowed by the PPB Rules, such performance evaluations shall be considered by the City in:

(1) making a determination of the Contractor's responsibility or non-responsibility in future City procurements, under PPB Rule section 2-08(g)(1)(ii) and

(2) deciding to renew or not to renew the Agreement, under PPB Rule section 4-04(c)(10).

**FED. EXHIBIT 1**

**NOTICE TO BIDDERS**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL HUD COMMUNITY DEVELOPMENT FUNDED CONSTRUCTION CONTRACTS AND SUB-CONTRACTS IN EXCESS OF \$10,000.

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth above.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all Construction Work in the covered area, are as follows:

**Goals and Timetables for Minorities**

<u>Trade</u>	<u>Goal (Percent)</u>	
Electricians .....	9.0	to 10.2
Carpenters .....	27.6	to 32.0
Steamfitters .....	12.2	to 13.5
Metal Lathers .....	24.6	to 25.6
Painters .....	28.6	to 26.0
Operating Engineers .....	25.6	to 26.0
Plumbers .....	12.0	to 14.5
Iron Workers (structural) .....	25.9	to 32.0
Elevator Constructors .....	5.5	to 6.5
Bricklayers .....	13.4	to 15.5
Asbestos Workers .....	22.8	to 28.0
Roofers .....	6.3	to 7.5
Iron Workers (ornamental) .....	22.4	to 23.0
Cement Masons .....	23.0	to 27.0
Glazers .....	16.0	to 20.0
Plasterers .....	15.8	to 18.0
Teamsters .....	22.0	to 22.5
Boilermakers .....	13.0	to 15.5
All Other .....	16.4	to 17.5

**Goals and Timetables for Women**

From April 1, 1980 until the present ..... 6.9

These goals are applicable to all the Contractor's Construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs Construction Work in a geographical area located outside of the covered area, it shall apply the goals

established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved Construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any Construction subcontract in excess of \$10,000 at any tier for Construction Work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Agreement, the "covered area" is the City of New York.

**EXHIBIT 2**

## Federal Labor Standards Provisions

U.S. Department of Housing  
and Urban Development  
Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (I) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(III) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(I) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**Appendix C-3: Budget (January 1, 2016 through December 31,  
2016)**

**NYC Housing Recovery Program Case Management Services**

Program Management, Design, Deployment			
Deliverables	Quantity	Unit Rate	Total
Ongoing Operations (Months 29-42)	12	\$ 115,000.00	\$ 1,380,000.00
SUBTOTAL			\$ 1,380,000.00

Housing Counseling			
Deliverables	Quantity	Unit Rate	Total
Intake/Signed Form	600	\$ 220.77	\$ 132,462.00
Action Plan	600	\$ 147.18	\$ 88,308.00
Written Report	600	\$ 147.18	\$ 88,308.00
Intensive Counseling Certification	200	\$ 883.08	\$ 176,616.00
SUBTOTAL			\$ 485,694.00

Legal Counseling			
Deliverables	Quantity	Unit Rate	Total
Intake/Signed Form	855	\$ 359.54	\$ 307,406.70
Action Plan	855	\$ 479.39	\$ 409,878.45
Intensive Counseling Certification	285	\$ 1,438.16	\$ 409,875.60
SUBTOTAL			\$ 1,127,160.75

Special Projects			
Deliverables	Quantity	Unit Rate	Total
SBA Declined Loan Workbook	200	\$ 599.00	\$ 119,800.00
SBA Declined Loan CNYCN Determination	342	\$ 298.00	\$ 101,916.00
Options Review Meeting Pilot	27	\$ 238.00	\$ 6,426.00
Housing Recovery Center Outreach (Months 29-42) (Per month/center)*	36	\$ 24,126.14	\$ 868,541.04
Community Outreach (Time and Material)	71	\$ 96.00	\$ 6,816.00
Tenant Advisory Services Session	264	\$ 479.39	\$ 126,558.96
SUBTOTAL			\$ 1,230,058.00
TOTAL MAXIMUM BONUS PAYMENT**			\$ 125,000.00
TOTAL			\$ 4,347,912.75

\*Up to 3 centers per month

\*\*City shall only make bonus payments to Contractor if earned pursuant to Article 7 of the Scope of Work,