

THIS AGREEMENT ("Agreement"), dated as of this 1st day of October, 2013, between the City of New York, acting through the Office of Management and Budget (the "City" or "OMB"), with offices located at 255 Greenwich Street, New York, NY 10007 and Hagerty Consulting, Inc. ("Contractor"), with offices located at 1618 Orrington Avenue, Suite 201, Evanston, IL, 60201.

WITNESSETH:

WHEREAS, the General Services Administration ("GSA") has entered into a contract with Contractor contained in Federal Supply Schedule 874 (MOBIS) and Schedule 520 (FABS) containing Disaster Recovery Special Item Numbers ("SINs") (the "Federal Contract"); and

WHEREAS, the Federal E-Government Act of 2002 and related GSA regulations authorize local governments, including cities, to purchase Disaster Recovery services off of the Federal Contract for the use of the local governments in accordance with the terms and provisions of the Federal Contract; and

WHEREAS, the City has determined that there is a need for the said Disaster Recovery services, Contractor has agreed to provide said Disaster Recovery goods and/or services related to Federal Disaster Recovery Programs related to Superstorm Sandy (the "Storm"), and the parties have agreed to enter into an Agreement to purchase these Disaster Recovery goods and/or services in accordance with the Federal Contract and in accordance with the terms and conditions set forth below;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. TERM, TERMINATION, AND MODIFICATION OF AGREEMENT

- 1.1 This Agreement shall commence on October 1, 2013, and terminate on September 30, 2016 with one two-year renewal at the option of OMB.
- 1.2 OMB may terminate this Agreement in writing with 30 days' notice, or at any time with the mutual consent of both parties. If such termination occurs, OMB will pay contractor for all services rendered through the termination date.
- 1.3 This Agreement may also be modified through the mutual written consent of both parties.
- 1.4 Contractor represents that it has followed the Federal Emergency Management Agency's ("FEMA's") Public Assistance contract (HSFEHQ-12-D-0882) protocol and filed a Conflict of Interest Mitigation Plan with its Prime Contractor, NISTAC, a joint venture between URS Corporation and Dewberry, on January 9, 2013. Contractor explicitly agrees that it will not assist in the development of any Project Worksheets ("PWs") for the City of New York under the HSFEHQ-12-D-0882 contract. City

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acknowledges that it received FEMA's acceptance of Contractors Conflict of Interest Mitigation Plan on January 30, 2013.

- 1.5 Contractor must comply with Appendix B and the Hurricane Sandy CDBG appendix, both of which are related to funding through the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR).
- 1.6 If another presidentially declared disaster occurs during the term of this contract, the City may, at its sole discretion, have the Contractor perform any of the scope of services under this contract to such additional disaster.

ARTICLE II. PAYMENT

- 2.1 OMB shall pay Contractor an amount not exceeding \$25,000,000.00 for the services set forth in this Agreement, at the hourly rates set forth on Exhibit 1 hereto. The City may amend this ceiling, if necessary; however, the Contractor shall not exceed this amount without a fully executed Amendment from the City.
- 2.2 In accordance with New York City Administrative Code section 6-107.1, if the amount in Article 2.1 exceeds \$25,000, Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Prior to the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the Agency or at http://www.nyc.gov/html/dof/html/services/services_vendors_eft.shtml in order to provide the commissioner of the Department of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.
- 2.3 Billing and Expenses: Contractor shall provide time cards by employee for OMB to review and approve. Time cards shall describe work performed by each individual. OMB will not be charged separately for the firms' administrative time/costs in collecting/summarizing data and preparing and supporting bills.

Travel costs will be in accordance with the Federal Travel Regulations which can be found at: <http://www.gsa.gov/portal/content/104790>. Specifically, Contractor will follow Temporary Duty Allowances (TDY) found in Chapter 301.

Federal Per Diem rates for hotels, meals and incidentals will be in accordance with the rates listed for the City on <http://www.gsa.gov/portal/category/100120>.

OMB will pay for weekly or monthly Metrocards as required by contractor for travel around the City.

OMB will pay for out of pocket expenses at cost such as an Amazon Cloud subscription and Intuit Quickbase if the expenses have been approved in advance and in writing by OMB. City and Contractor acknowledge that Contractor's proprietary project management system, Perfolio®, has been previously developed by Contractor and is wholly owned by Contractor and that all work performed by Hagerty related to Perfolio will be technical, maintenance, and support related. It's acknowledged by all parties that no project funds will be used for system development. All data and files entered into the Perfolio system will be hosted by a third party, Amazon S3 (Simple Storage Service) and Hagerty will establish a separate Instance for the City. The City will establish all the information/documentation management protocols. The Amazon S3 Service Agreement applies to the data stored on the Amazon server (<http://aws.amazon.com/s3/>). All data and documents in the system are owned by the City.

ARTICLE III. CONFLICTS AND TERMS OF AGREEMENT

During the term of the Agreement, conflicts between the various documents shall be resolved in the following order of precedence, such documents constituting the entire Agreement between the parties:

- This document, including Exhibit 1: Proposed Prices – Attachment 1
- Federal Contract (Numbers GS-10F-0329S - MOBIS {874-7RC} and GS-23F-0027V- FABS { 520-13RC})
- Exhibit 2: Scope of Services listed in Article IV
- Exhibit 3: Contractor's Proposal – Attachment 2

ARTICLE IV. SCOPE OF SERVICES

Contractor shall provide the following Disaster Recovery goods and/or services to OMB:

The Contractor will assist the City (through OMB) and individual City agencies and related organizations as determined by OMB (the "Agencies") in strategically managing the City's

claims development and administration under Federal Disaster Programs related to Superstorm Sandy. Such Federal Programs may include, but not be limited to, FEMA Public Assistance (PA), FEMA 404 Hazard Mitigation Grant Program (HMGP), HUD Community Development Block Grant Disaster Recovery (CDBG-DR. In regard to CDBG-DR, Contractor will help advise the City to design, implement, execute and monitor projects to be funded with Community Development Block Grant Disaster Recovery (“CDBG-DR”) monies. Contractor will also provide grant accounting/administration support as needed to City agencies and related organizations with regard to disaster grants and the City projects and programs they support.

The Contractor will perform a variety of technical, project-specific functions, including, but not limited to the work listed below. The Contractor acknowledges that the City’s recovery requires that services shall be provided beyond normal business hours and, within reasonable limits under the circumstances, on an as-needed basis.

1. Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Stafford Act and CDBG-DR.
2. Proactively identify and resolve issues that may arise related to the funding of work completed or to be completed.
3. Provide specialized assistance to address unique needs in connection with grant development.
4. Assist in identifying, developing and evaluating opportunities for hazard mitigation programs to reduce or eliminate risk from future events.
5. Evaluate and assist in the formulation of FEMA PA Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions, and Dimensions (“DDD”) and projects’ Scopes of Work (“SOW”).
6. Provide technical assistance to City Agencies as requested. Technical assistance may involve engineering and architectural support, among other types of assistance.
7. Provide post-Sandy operational planning support and replenishment of emergency stockpiles.
8. Provide architecture and engineering services (“A&E”). In this capacity, the Contractor shall offer advice and consultation regarding the broad strategy for the work in response to the Storm focusing on such questions as which parts of Agency facilities should be restored to their condition prior to the Storm and which should be rebuilt to enhance their ability to withstand a future casualty or to improve their efficiency and usefulness including the design and implementation of permanent reconstruction solutions for the damaged elements of the damaged facilities. All architecture and engineering services shall be of an advisory and consulting nature and will not include preparation of or approval of signed and sealed design or construction documents.
9. Evaluate Alternate and/or Improved projects.
10. Identify and communicate complex global Public Assistance issues.
11. Meet as necessary with OMB staff and other City/State/Federal representatives in connection with the programmatic, financial, contracting and accounting services necessary to meet Federal and State regulations.
12. Assist in providing interagency (Federal, State, City) coordination and technical support, as well as identifying funding resources that may be available to assist in the long term recovery process.

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13. Assist in preparing the City, in partnership with applicable Federal and State agencies and personnel, to efficiently submit Federal grant applications, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
14. Advise the City on FEMA's rules, practices and procedures and advise the City how to track and account for the work of the contractors and the professionals retained by the City to respond to the Storm.
15. As directed by OMB, perform the following financial management services and/or guide and provide tools and procedures to Agencies to enable them to:
 - o Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for grant submittal including timekeeping and staff assignment records.
 - o Perform data summarization to efficiently submit Federal grant applications, capture costs, prepare cost reports, reconcile invoices, and close-out projects
 - o Review for clarity and completeness, as well as consistency and accuracy, relevant data and supporting documentation
 - o Scan electronically and save data and documentation for FEMA's review and approval of the assigned PW.

Contractor shall include on its team a certified engineering firm to provide engineers as needed to conduct damage assessments; identify hazard mitigation opportunities; prepare hazard mitigation proposals; evaluate hazard mitigation proposals; provide teams to conduct certified A/E studies to either identify damage, determine scope of repair, and/or calculate costs estimates for repairing / rebuilding damaged infrastructure. All architecture and engineering services shall be of an advisory and consulting nature and will not include preparation of or approval of signed and sealed design or construction documents.

Contractor may also include on its team other subcontracted firms to carry out the scope of services.

The Contractor is not being asked to conduct an audit or express an opinion on any related financial information, or provide any other form of assurance or attestation to any of the financial information provided in connection with any application. The City understands that an audit, if conducted, may generate findings which vary from the grants either prepared by or supported by the Contractor.

The Contractor's financial, grant management, and application preparation work will be based on data and information provided to the Contractor by NYC agencies. The Contractor will not validate whether money claimed was actually received or spent by agencies; will not express an opinion about the adequacy of the agencies procedures; will not investigate whether the stated procedures were followed; will not determine whether any claims are all-inclusive of disaster-related revenues and costs; will not examine the authenticity of the financial information, invoices, disbursement vouchers, or any other documents provided to it; and will not attempt to independently verify officials' statements about events before, during or after the disaster. However, should any errors or irregularities come to the attention of the Contractor, the Contractor will promptly inform OMB.

Expectations:

Strict accountability is expected for all time billed (such as use of certified time sheets or sign-in procedures, invoices which include specific descriptions of tasks and time spent on each by individuals and the tracking of activities to specific projects/PWs to enable FEMA direct administrative costs ("DAC") claiming, or other accountability procedures as deemed necessary by OMB and/or Agencies). OMB does not expect to be billed separately for the firms' administrative time/costs in collecting/summarizing data and preparing and supporting bills.

ARTICLE V. COMPLIANCE WITH LOCAL LAWS

- 5.1 Pursuant to Local Law 34 of 2007, Contractor shall complete the Doing Business Data Form attached hereto as Attachment A and return it to OMB within 10 days of execution of this Agreement if Contractor is not currently included in the New York City Doing Business Database.
- 5.2. In accordance with Local Laws 30 and 33 of 2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,
- 5.2.1. Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Agreement to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- ~~5.2.2.~~ If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of Article 5.2.1 of this Agreement, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- 5.2.3 Contractor shall post a notice provided by the City (Attachment B) in a prominent and accessible place on any site where work pursuant to the Agreement is performed that contains information about:
- 5.2.3.1 how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Agreement; and

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- 5.2.3.2 the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Agreement.
- 5.2.4 For the purposes of this Article, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- 5.2.5 This Article is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value in excess of \$100,000.
- 5.3 Article 5.2 is not applicable to this Agreement if it is valued at \$100,000 or less. Articles 5.2.1, 5.2.2, 5.2.4, and 5.2.5 are not applicable to this Agreement if it was solicited pursuant to a finding of an emergency. Article 5.2.3 is neither applicable to this Agreement if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.

ARTICLE VI. INSURANCE [for use if Contractor will do work on-site]

- 6.1 Contractor shall maintain Commercial General Liability Insurance covering Contractor as Named Insured and the City as an Additional Insured in the amount of at least \$1,000,000 per occurrence and an aggregate limit of at least \$2,000,000. Such insurance shall protect the City and Contractor from claims for property damage and/or bodily injury, including death that may arise from any of the operations under this Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001. There is no obligation that ISO Form CG 0001 itself be used, provided that Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

Such Commercial General Liability Insurance shall name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG 2010. There is no obligation that ISO Form CG 2010 itself be used, provided that Contractor can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

- 6.2 Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability

Insurance in accordance with the law on behalf of, or with regard to, all employees providing services under this Agreement.

- 6.3 All required insurance policies shall be maintained with companies that are authorized to issue the policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the City Law Department.
- 6.4 All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.
- 6.5 Certificates of Insurance or certified copies of policies for insurance required in this Article must be submitted to and accepted by OMB prior to or upon execution of this Agreement. ACORD forms are not acceptable proof of Workers' Compensation Insurance. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained Attachment C or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier.
- 6.6 Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the OMB or the New York City Law Department.

ARTICLE VII. INDEMNIFICATION

- 7.1 Indemnification. Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, suits, damages, judgments, liabilities, and losses because of or related to injuries to persons (including death) or damage to property resulting from the negligence, gross negligence, or intentional torts of Contractor. This indemnification provision shall not be limited in any way by any obligation of Contractor to obtain insurance as provided under this Agreement.
- 7.2 Intellectual Property Indemnification. Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, suits, damages, judgments, liabilities, and losses because of or related to any claim that any deliverable, the delivery of any deliverable, or the performance of any work under this Agreement infringes or violates the copyright, trademark, or any other property or personal right of any third party.

ARTICLE VIII. VENUE

The parties agree that any and all claims asserted by or against the City arising under this Agreement or related thereto shall be heard and determined either in the courts of the United States located in New York City ("Federal Court") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing by their respective signatures.

HAGERTY CONSULTING, INC.
CONTRACTOR

Corporate Contractor
Affix Corporate Seal:

BY: *Stephen J. Hagerty*

TITLE: *President*

37-1431085
FED. EMPLOYER I.D. NO. OR SOC. SEC. NO.

DATE: *August 30, 2013*



THE CITY OF NEW YORK
OFFICE OF MANAGEMENT AND BUDGET

BY: *Mark Page*
Mark Page

TITLE: Director

DATE: *9/4/2013*

Approved as to Form
Certified as to Legal Authority

attached
Acting Corporation Counsel

CORPORATION COUNSEL CONTRACT APPROVAL

Agency OMB

E-PIN 00214G0001001

Contractor HAGERTY CONSULTING INC. HAGERTY CONSULTING HAGERTY CONSULTING

Approved as to form

Certified as to legal authority

Electronically Signed By STEVEN CUSHMAN

Date 08/28/2013 13:16

Acting Corporation Counsel

STATE OF NEW YORK)
)ss.:
COUNTY OF NY)

On this 5th day of September, 2013, before me personally came MARK Page, personally known to me or proved to me on the basis of satisfactory evidence to be DIRECTOR of the OMB of the CITY OF NEW YORK, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and s/he acknowledged to me that s/he executed the same for the purpose therein mentioned.

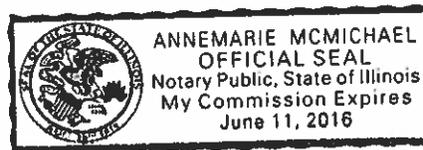
[Signature]
NOTARY PUBLIC FOR THE STATE OF NEW YORK

Prescott D. Ulrey
Notary Public, State of New York
No. 31-02UL5049524
Qualified in New York County
Commission Expires: 4-26-2014 2014

STATE OF Illinois)
)ss.:
COUNTY OF Cook)

On this 30th day of August, 2013 before me personally came Stephen H. Hagerly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, who, being by me duly sworn, did depose and say that s/he is the President of Hagerly Consulting, the CORPORATION described in and which executed the above instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that s/he signed her/his name thereto by like order.

[Signature]
NOTARY PUBLIC FOR THE STATE OF IL





The City of New York
 Mayor's Office of Contract Services
 Doing Business Accountability Project

Doing Business Data Form

To be completed prior to distribution			
Agency: OMB _____		Transaction ID: EPIN: _____	
Check One:	Transaction Type (check one):		
<input checked="" type="checkbox"/> Proposal	<input type="checkbox"/> Concession	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Economic Development Agreement
<input type="checkbox"/> Award	<input type="checkbox"/> Franchise	<input type="checkbox"/> Grant	<input type="checkbox"/> Pension Investment Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York; no other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@cityhall.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Section 1: Entity Information

Entity Name: HAGERTY CONSULTING, INC.

Entity EIN/TIN: 37-1431085

Entity Filing Status (select one):

- Entity has never completed a Doing Business Data Form. *Fill out the entire form.*
- Change from previous Data Form dated _____. *Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.*
- No Change from previous Data Form dated 12/11/12. *Skip to the bottom of the last page.*

Entity is a Non-Profit: Yes No

Entity Type: Corporation (any type) Joint Venture LLC Partnership (any type)
 Sole Proprietor Other (specify): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone : _____ Fax : _____

E-mail: _____

Provide your e-mail address and/or fax number in order to receive notices regarding this form by e-mail or fax.

Section 2: Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CEO: _____ on date: _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former CFO: _____ on date: _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

This person replaced former COO: _____ on date: _____

Section 3: Principal Owners

Please fill in the required identification information for all individuals who, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual owners exist, please check the appropriate box to indicate why and skip to the next page. If the entity is owned by other companies, those companies do **not** need to be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals who are no longer owners at the bottom of this page. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- There are no individual owners
- No individual owner holds 10% or more shares in the entity
- Other (explain): _____

Principal Owners (who own or control 10% or more of the entity):

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Principal Owners:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Section 4: Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. **At least one senior manager must be listed, or the Data Form will be considered incomplete.** If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers:

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

First Name: _____ MI: _____ Last: _____

Office Title: _____

Employer (if not employed by entity): _____

Birth Date (mm/dd/yy): _____ Home Phone #: _____

Home Address: _____

Remove the following previously-reported Senior Managers:

Name: _____ Removal Date: _____

Name: _____ Removal Date: _____

Certification

I certify that the information submitted on these four pages and 0 additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name: STEPHEN H. HAGERTY

Signature: *Stephen H. Hagerty* Date: 7.12.13

Entity Name: HAGERTY CONSULTING, INC.

Title: PRESIDENT Work Phone #: 847-492-8454

Return the completed Data Form to the agency that supplied it.

For information or assistance, call the Doing Business Accountability Project at 212-788-8104.



Attachment B
Whistleblower Protection Expansion Act Notice

1. In accordance with Local Law Nos. 30-2012 and 33-2012, codified at sections 6-132 and 12-113 of the New York City Administrative Code, respectively,

- (a) Contractor shall not take an adverse personnel action with respect to an officer or employee in retaliation for such officer or employee making a report of information concerning conduct which such officer or employee knows or reasonably believes to involve corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority by any officer or employee relating to this Contract to (i) the Commissioner of the Department of Investigation, (ii) a member of the New York City Council, the Public Advocate, or the Comptroller, or (iii) the City Chief Procurement Officer, ACCO, Agency head, or Commissioner.
- (b) If any of Contractor's officers or employees believes that he or she has been the subject of an adverse personnel action in violation of subparagraph (a) of paragraph 1 of this rider, he or she shall be entitled to bring a cause of action against Contractor to recover all relief necessary to make him or her whole. Such relief may include but is not limited to: (i) an injunction to restrain continued retaliation, (ii) reinstatement to the position such employee would have had but for the retaliation or to an equivalent position, (iii) reinstatement of full fringe benefits and seniority rights, (iv) payment of two times back pay, plus interest, and (v) compensation for any special damages sustained as a result of the retaliation, including litigation costs and reasonable attorney's fees.
- (c) Contractor shall post a notice provided by the City in a prominent and accessible place on any site where work pursuant to the Contract is performed that contains information about:
 - (i) how its employees can report to the New York City Department of Investigation allegations of fraud, false claims, criminality or corruption arising out of or in connection with the Contract; and
 - (ii) the rights and remedies afforded to its employees under New York City Administrative Code sections 7-805 (the New York City False Claims Act) and 12-113 (the Whistleblower Protection Expansion Act) for lawful acts taken in connection with the reporting of allegations of fraud, false claims, criminality or corruption in connection with the Contract.
- (d) For the purposes of this rider, "adverse personnel action" includes dismissal, demotion, suspension, disciplinary action, negative performance evaluation, any action resulting in loss of staff, office space, equipment or other benefit, failure to appoint, failure to promote, or any transfer or assignment or failure to transfer or assign against the wishes of the affected officer or employee.
- (e) This rider is applicable to all of Contractor's subcontractors having subcontracts with a value in excess of \$100,000; accordingly, Contractor shall include this rider in all subcontracts with a value a value in excess of \$100,000.

2. Paragraph 1 is not applicable to this Contract if it is valued at \$100,000 or less. Subparagraphs (a), (b), (d), and (e) of paragraph 1 are not applicable to this Contract if it was solicited pursuant to a finding of an emergency. Subparagraph (c) of paragraph 1 is neither applicable to this Contract if it was solicited prior to October 18, 2012 nor if it is a renewal of a contract executed prior to October 18, 2012.



REPORTING INFORMATION TO THE NEW YORK CITY DEPARTMENT OF INVESTIGATION

If you have information of any corrupt or fraudulent activities or unethical conduct relating to a New York City funded project or contract, contact:

**Department of Investigation (DOI) Complaint Bureau
212-825-5959**

or by mail or in person at:

**DEPARTMENT OF INVESTIGATION
80 MAIDEN LANE, 17th FLOOR
NEW YORK, NEW YORK 10038
Attention: COMPLAINT BUREAU**

or file a complaint on-line at:

www.nyc.gov/doi

All communications are confidential.

THE LAW PROTECTS EMPLOYEES OF CITY CONTRACTORS WHO REPORT CORRUPTION

- Any employee of a contractor or subcontractor that has a contract with the City or a City contractor of more than \$100,000 is protected under the law from retaliation by his or her employer if the employee reports wrongdoing related to the contract to the DOI.
- To be protected by this law, an employee must report information about fraud, false claims, corruption, criminality, conflict of interest, gross mismanagement, or abuse of authority relating to a City contract over \$100,000 to DOI or to certain other government officials all of whom must forward the report to DOI.
- Any employee who has made such a report and who believes he or she has been dismissed, demoted, suspended, or otherwise subject to an adverse personnel action because of that report is entitled to bring a lawsuit against the contractor and recover damages.



Attachment C
Broker's Certification Form

BROKER'S CERTIFICATION

[Note to Contracting Agency: Every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or certified copies of all policies referenced in the Certificate of Insurance.]

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

Hays Companies

[Name of broker (typewritten)]

1200 N Mayfair Rd, Milwaukee WI 53226

[Address of broker (typewritten)]

ndietz@hayscompanies.com

[Email address of broker (typewritten)]

414-443-0000/ 414-253-8448

[Phone number/Fax number of broker (typewritten)]

Nicole Dietz

[Signature of authorized official or broker]

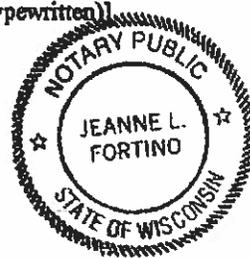
Nicole Dietz, Sr. Account Representative

[Name and title of authorized official (typewritten)]

State of Wisconsin)
County of Milwaukee) ss.:

Sworn to before me this 30 day of July 2013

Jeanne L. Fortino
NOTARY PUBLIC FOR THE STATE OF WISCONSIN



ATTACHMENT 1

Please fill out the form below. If your firm does not have the exact titles listed below, please fill in prices for titles that would be comparable:

PROJECT MANAGEMENT: MOBIS 874-7RC

CATEGORY RATES PER HOUR	
Project Executive	\$ 190.00
Subject /Industry Matter Specialist	\$ 185.00
Project Manager	\$ 154.00
Senior Management Consultant	\$ 135.00
Management Consultant	\$ 121.00
Analyst	\$ 98.50
Project Administrator	\$ 47.50

GSA #GS-10F-0329S

FINANCIAL SERVICES: FABS 520-13RC

CATEGORY RATES PER HOUR	
Subject Matter Expert	\$ 222.19
Project Manager	\$ 177.85

GSA #GS-23F-0027V

Note: Labor category descriptions can be found in Section 1(c) of the relevant Hagerty GSA Schedule. Staff engaged on this project will meet the minimum labor skill description requirements of the labor category for which they are assigned. Any ancillary, subcontracted engineering or other technical specialties will be classified under the FABS Subject Matter Expert and Project Manager labor categories, only with pre-approval.

Price Escalation

If Hagerty's rates under the GSA Schedule(s) increase, Hagerty will increase its rates annually to NYC no more than 3%.

Name: Stephen H. Hagerty

Firm: Hagerty Consulting, Inc.

*Signature:  Date: 7.12.13

*Form must be signed by a member of your firm who can bind your firm to these prices.

Prices are irrevocable until contract award.

Note: With the exception of the Subject Matter labor category, only in select situations and only with the City's explicit pre-approval, may Hagerty substitute years of professional experience for a college degree.

HURRICANE SANDY CDBG-DR APPENDIX

NOTICE

THIS DOCUMENT CONTAINS CONDITIONS FOR USE WITH PROCUREMENT CONTRACTS AND SUBRECIPIENT AGREEMENTS, ALONG WITH APPENDIX B, WHICH PROVIDE FOR AN ELIGIBLE ACTIVITY FUNDED IN WHOLE OR IN PART BY CDBG-DR FUNDS APPROPRIATED PURSUANT TO THE DISASTER RELIEF APPROPRIATIONS ACT OF 2013 (P.L. 113-2). IT MUST BE ANNEXED TO ALL SUCH CONTRACTS ALONG WITH A LINK TO HUD DOCKET NO. FR056960-N-01 (MAR. 5, 2013) AND APPENDIX B, AND EXPRESSLY MADE A PART OF, AND INCORPORATED BY REFERENCE INTO THOSE CONTRACTS.

ARTICLE 1. DEFINITIONS

The definitions in Article 1 of Appendix B apply to this Hurricane Sandy CDBG-DR Appendix.

ARTICLE 2. ADMINISTRATIVE CAP

Pursuant to the Disaster Relief Appropriations Act of 2013 (P.L. 113-2) and Section VI(A)(10)(b) of HUD Docket No. FR056960-N-01, attached, a Subrecipient shall not be reimbursed for general administration costs that exceed five percent.

ARTICLE 3. FLOOD INSURANCE

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. FR056960-N-01.

ARTICLE 4. CIVIL RIGHTS REQUIREMENTS

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

ARTICLE 5. RELIGIOUS ORGANIZATIONS

In addition to the provisions in Article 2(m)(iv) of Appendix B, which cover 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, 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. FR056960-N-01.

ARTICLE 6. QUARTERLY REPORTS

The reports required by Article (5)(b) of Appendix B shall be provided by the Contractor or Subrecipient to the City on a quarterly basis, pursuant to Section VI(A)(2)(e) of HUD Docket No. FR056960-N-01.

ARTICLE 7. CONSTRUCTION STANDARDS

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.

ARTICLE 8. PROGRAM INCOME

To the extent deemed necessary by the City, the Program Income provisions set forth in Article 2(1) of Appendix B may be waived and instead the City may apply the alternative program requirements set forth in Section VI(A)(17)(a)-(b) of Docket No. FR056960-N-01, which concern the definition of program income. In such event, the alternative requirements shall be set forth in the Subrecipient Agreement.

ARTICLE 9. PERFORMANCE REQUIREMENTS AND LIQUIDATED DAMAGES

Contractor and or Subrecipient shall be subject to the performance requirements and liquidated damages set forth in the Agreement.

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

[Docket No. FR-5696-N-01]

**Allocations, Common Application, Waivers, and Alternative Requirements for Grantees
Receiving Community Development Block Grant (CDBG) Disaster Recovery Funds in
Response to Hurricane Sandy**

Available On-line at

http://portal.hud.gov/hudportal/documents/huddoc?id=CDBG-FR_Sandy_Notice.PDF

APPENDIX B

NOTICE

THIS PACKAGE CONTAINS SUPPLEMENTARY GENERAL CONDITIONS FOR USE WITH PROCUREMENT CONTRACTS AND SUBRECIPIENT AGREEMENTS WHICH PROVIDE FOR AN ELIGIBLE ACTIVITY FUNDED IN WHOLE OR IN PART UNDER TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 (P.L. 93-383) AS AMENDED. IT **MUST** BE ANNEXED TO ALL SUCH CONTRACTS, AND EXPRESSLY MADE A PART OF, AND INCORPORATED BY REFERENCE INTO THOSE CONTRACTS.

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ARTICLE 1

DEFINITIONS

As used in this Contract:

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

(b) “Agency” and/or “Recipient” means the entity, or entities, executing this Agreement on behalf of the City of New York.

(c) “City” means the City of New York.

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

(e) “Contractor” and/or “Subrecipient” means the entity or entities executing this Agreement, other than the Agency.

(f) “Grant” means Community Development Block Grant Program funds provided to the Contractor through the City of New York and by the Federal Department of Housing and Urban Development.

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

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

(i) “Subcontractor” means any person, firm or corporation, other than employees of the Contractor, or another Subcontractor who is engaged by the Contractor to furnish labor or labor and materials at the site of the work performed under this agreement.

ARTICLE 2

FEDERAL CONDITIONS

This Agreement is subject to:

(a) 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. In this regard, the Agency is under no obligation to make any payments to the Contractor, and shall not make any such payment, and the Contractor shall not commence performance, until:

- (i) 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;
- (ii) the Contractor has been notified of such instructions by the Agency. Furthermore, the Contractor and the City mutually agree that the Contractor 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 for any costs incurred in violation of this provision.

(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. The provisions of this Article 2(d) shall be incorporated in and made a part of all subcontracts executed in connection with this agreement.

(e) Section 3 of the Housing and Urban Development Act of 1968 (P.L. 90-448). Pursuant to 24 CFR § 135.38, the Contractor agrees to the following:

A. 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.

B. 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.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the 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 obligations under 24 CFR Part 135.

F. 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.

G. With respect to work performed in connection with Section 3 covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this 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).

(f) 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 Article 2(f) is to be included in all subcontracts, for work in connection with this Agreement, which relate to residential structures.

(g) 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.

(h) Consistent with 24 CFR § 570.614, the Contractor 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).

(i) 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.

(j) 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.

(k) Uniform Administrative Requirements.

- (i) Subrecipients that are governmental entities, including those that are public agencies or authorities, shall comply with the following:
 - a. Federal Office of Management and Budget (OMB) circular A-87, Cost Principles for State, Local and Indian Tribal Governments;
 - b. Federal Office of Management and Budget (OMB) circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (rev. 6/27/03);
 - c. The sections of 24 CFR Part 85, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, that are set forth in 24 CFR § 570.502(a).
- (ii) Subrecipients, except those which are governmental entities, public agencies or authorities, shall comply with the following:
 - a. Federal Office of Management and Budget (OMB) circular A-122, Cost Principles Non-Profit Organizations;
 - b. In the event that the Contractor is an educational institution, Federal Office of Management and Budget (OMB) circular A-21, Cost Principles for Educational Institutions;
 - c. The sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations, that are set forth in 24 CFR § 570.502(b). The provisions of 24 CFR Part 84 implement OMB circular A-110;
 - d. Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (rev. 6/27/03).
 - e. Execution of a subrecipient agreement.
- (iii) Contractors shall comply with the provisions of 24 CFR Part 85 and 48 CFR Part 31, as applicable.

(l) The Contractor agrees that if any income is generated from the Community Development Block Grant Program funded activities, Contractor 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).

(m) If the Contractor 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 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).

(n) Executive Order 11246, as amended, and the implementing regulations contained in 41 CFR Chapter 60, as amended, prohibit discrimination in employment due to race, color, religion, sex or national origin during the performance of all Federal or federally assisted contracts.

- (i) During the performance of this Agreement the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

b. 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, sex, religion or national origin.

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

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

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

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, 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, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of this Article 2(n) 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, as amended, so that provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: 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, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

(o) The Contractor agrees that if it enters a Construction subcontract as part of its Agreement with the City, and this Construction subcontract is for an amount more than \$10,000, the notice found at FEDERAL EXHIBIT 1 of this Agreement must be included in that Construction subcontract.

ARTICLE 3

ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION

In the event that this Agreement involves Construction work, design for Construction or Construction services, all such work or services performed or administered by the Contractor shall be subject to the following requirements in addition to those set forth in Article 2.

- (a) Federal Labor Standards: The Contractor will comply with the following:
 - (i) 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, 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 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.
 - (ii) 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, under any Construction Agreement 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.
 - (iii) 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.
 - (iv) The more complete detailed statement of Federal Labor Standards annexed hereto as FEDERAL EXHIBIT 2.
 - (v) The provisions of Article 3(a) of this Agreement shall be included in all subcontracts for work in connection with this Agreement.
- (b) 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.

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 Agreement 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).

ARTICLE 4

NONDISCRIMINATION

(a) The Contractor shall not, in any Program or activity receiving funds under this Agreement, discriminate against any person on the grounds of race, color, national origin, religion, sex, age, or disability. The Contractor agrees to comply with provisions of 24 CFR Part 6, 8, and 146.

ARTICLE 5

RECORDS AND AUDITS

(a) Records shall be maintained in accordance with requirements prescribed by 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.

(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) Annual Data Collection Report forms for the purpose of including specific Program description, accomplishment, expenditure and beneficiary information in the City's Annual Performance Report.
- (ii) Annual Property Register forms for the purpose of tracking the use of CDBG purchased real property.

(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 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 6

UNEARNED PAYMENTS

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 will be returned to the City. All interest on funds advanced to the Contractor will be returned to the City.

ARTICLE 7

DISBURSEMENT RESTRICTIONS

No money under this Agreement shall be disbursed by the Agency to any Contractor except pursuant to a written contract which incorporates the applicable Supplementary General Conditions and unless the Contractor 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 58.

ARTICLE 8

DOCUMENTATION OF COSTS

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 Contract, shall be clearly identified and readily accessible.

ARTICLE 9

BONDING

The Agency must receive a statement from the Contractor's chief fiscal officer or their insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount and

manner consistent with the coverage deemed necessary by the City of New York for its own employees. If the bond is cancelled or coverage is substantially reduced, the Contractor 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 until it has received assurance that adequate coverage has subsequently been obtained.

ARTICLE 10

ACCOUNTING SYSTEM

The Contractor 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 Contractor, other provisions of the Agreement notwithstanding.

ARTICLE 11

COPYRIGHTS

(a) Any reports, documents, data, photographs, deliverables, and/or other materials produced pursuant to this Agreement and any and all drafts and/or other preliminary materials in any format related to such items produced pursuant to this Agreement, shall upon their creation become the exclusive property of the City.

(b) Any reports, documents, data, photographs, deliverables, and/or other materials, including software, produced pursuant to this Agreement (“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 subsist. 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 Agreement without the prior permission of the City. The Department may grant the contractor a license to use the Copyrightable Materials on such terms as determined by the Department 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 U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further 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 materials 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 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 Agreement, copies of which shall be provided to the city upon execution of this Agreement.

(e) HUD reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, display, perform, distribute, or otherwise use, and to authorize others to use, for Federal or State government purposes, the copyright in any Copyrightable Materials developed under or the rights to which are purchased under this Agreement.

(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.

ARTICLE 12

PATENTS

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 Agreement. In addition, any discovery or invention arising out of or developed in the course of work aided by this Agreement shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection on such invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

ARTICLE 13

SUBCONTRACTORS

(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. The Contractor 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.

(b) Employees of the Subcontractor shall be subject to the same provisions as employees of the Contractor.

(c) The services furnished by Subcontractors shall be subject to the provisions hereof as if furnished directly by the Contractor, and the Contractor shall remain responsible therefor.

ARTICLE 14

SUSPENSION AND TERMINATION

(a) Where the Contractor fails to perform the work satisfactorily as enumerated in the part of this Agreement known as the scope of work, the City may withhold payment, in addition to any other remedy provided for by this Agreement. Where there is failure to comply with the Agreement terms, the City reserves the right to terminate the Agreement. The City further reserves the right to terminate the Agreement for convenience.

(b) 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 Agreement if knowledge of debarment, suspension or other ineligibility has been withheld by the Contractor.

(c) If this Agreement is between the City and a subrecipient, the City may suspend or terminate the Agreement if Subrecipient materially fails to comply with any terms of this Agreement, pursuant to 24 CFR § 85.43, and for convenience, pursuant to 24 CFR § 85.44.

ARTICLE 15

REVERSION OF ASSETS

(a) At the Contract's expiration, the Contractor shall transfer to the City all Community Development funds on hand at the time of expiration and any accounts receivable attributable to the use of Community Development funds.

(b) Any real property under the City's or the Contractor's control that was acquired in whole or in part with Community Development funds in excess of \$25,000 will be used to meet the national objectives in Section 570.208 or 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-Community Development funds for acquisition of, or improvements to, the property.

(c) Any real property under the City's control that was improved in whole or in part with Community Development funds in excess of \$25,000 will be used to meet the national objectives in Section 570.208 for a period equal to the life of those improvements. The term shall be determined by the Office of Management and Budget's Office of Community Development. If the City decides to dispose of or change the use of that property so that it no longer continues to meet a national objective, the Program shall be reimbursed in the amount of the current replacement cost of those improvements, divided by the number of years of the life of the improvements, multiplied by the number of years that remain in the life of the improvements.

(d) Any real property under the Contractor's control that was improved in whole or in part with Community Development funds in excess of \$25,000 will be used to meet the national objectives in Section 570.208 for a period of five years after the date of completion of those improvements or disposed in a manner which results in the Program being reimbursed in the amount of the current replacement cost of those improvements.

(e) Title to all equipment in excess of \$150 purchased or leased pursuant to this Agreement with Community Development funds or furnished by the City shall vest in the City and the same shall be conspicuously labeled as such.

ARTICLE 16

SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS

The 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 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 17

ENVIRONMENTAL PROTECTION

For agreements, subcontracts, and subgrants of amounts in excess of \$100,000, the Contractor 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).

ARTICLE 18

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).

ARTICLE 19

(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 24 CFR §§ 84.42, 85.36, and 570.611.

ARTICLE 20

BINDING AUTHORITY

If any provision in this Appendix B directly conflicts with any other provision in the Contract, the provision in Appendix B shall be controlling.

Federal Exhibits 1 and 2, are attached to, and made a part of this Appendix B.

Any subcontracts entered into pursuant to this Agreement shall incorporate the following City of New York provisions by reference, which shall be binding on every Subcontractor:

- Investigations;
- Executive Order 50; and
- Conflicts of Interest

NOTICE TO BIDDERS

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, as amended) FOR ALL CD 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 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 made 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.



Schedule

U.S. GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE

Authorized Federal Supply Schedule Price List

CONTRACTOR:

HAGERTY CONSULTING, INC.

1618 ORRINGTON AVE, SUITE 201

EVANSTON, IL 602013864

Contract Number: GS23F0027V

Schedule Title : **Financial and Business Solutions (FABS)**

Product Service Code : **R704**

DUNS# : **143529720**

Contract Period : **February 20, 2009 - February 19, 2014**

Business Size : **Other than Small Business**

Contract Administrator : **CHRISTA RICCARDI**

Phone Number : **773-350-0686**

Fax Number :

Web Site : <http://www.hagertyconsulting.com>

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system.
<http://www.GSAAdvantage.gov>

For more information on ordering from Federal Supply Schedules, visit
<http://www.gsa.gov/portal/content/197989>

HAGERTY

partners for public sector excellence



MISSION ORIENTED BUSINESS
INTEGRATION SERVICES (MOBIS)
CONTRACT # GS-10F-0329S

GENERAL SERVICES ADMINISTRATION (GSA)
FEDERAL SUPPLY SERVICES SCHEDULE (FSS)
AUTHORIZED PRICE LIST – SCHEDULE 874

HAGERTY CONSULTING
1618 ORRINGTON AVE., SUITE 201
EVANSTON, IL 60201 847.492.8454

CHICAGO WASHINGTON D.C.

HAGERTYCONSULTING.COM

FEDERAL SUPPLY SERVICE – SCHEDULE PRICE LIST

Schedule for:

MISSION ORIENTED BUSINESS INTEGRATED SERVICES (MOBIS)

Special Item Number

874-1: Consulting Services

874-1RC: Recovery Purchasing

874-2: Facilitation Services

874-2RC: Recovery Purchasing

874-7: Program Integration and Project Management

874-7RC: Recovery Purchasing

Federal Supply Group: 874

Federal Supply Class: R499

Contract Number: GS-10F-0329S

Contract Period: July 10, 2006 – July 9, 2016

Contract Administrator: Perry Pockros (202) 887-6900, Ext. 301

Business Size: Large

DUNS Number: 14-352-9720

HAGERTY CONSULTING, INC.

1618 Orrington Avenue, Suite 201
Evanston, Illinois 60201
Telephone: 847.492.8454
Fax: 847.556.6002

1156 15th Street, NW, Suite 850
Washington, D.C. 20005
Telephone: 202.887.6900
Fax: 202.887.6901

WEBSITE: WWW.HAGERTYCONSULTING.COM

EMAIL: GSA.MOBIS@HAGERTYCONSULTING.COM

WELCOME & OVERVIEW

Hagerty Consulting, Inc (Hagerty), a professional services business under the 541611 NAICS, *Administrative Management and General Management Consulting Services*, is a public sector management consulting firm that helps clients choose the best way forward in times of change, uncertainty or crisis. Under our MOBIS schedule, we offer operational and advisory consulting services, including business process transformation, change management, organizational assessments, facilitation and tabletop exercises, policy and procedure studies and analyses, emergency preparedness and crisis recovery services, program and project management, performance audits and evaluations, and strategic and performance management. We encourage you to visit our website at www.hagertyconsulting.com to discover more about our service offerings, capabilities, and experience.

Since its inception in 2001, Hagerty's mission has been to work collaboratively with leading public sector agencies throughout the country to address their unique business process challenges, help make distinct improvements to their business performance, and deliver meaningful results. Hagerty's success has been marked by our ability to understand clients' needs, assemble a highly qualified team to meet those needs, develop a customized and thoughtful approach to the project, and proactively help clients define and achieve short and long-term objectives. Our firm, with the equivalent of 60 full-time professionals, has successfully completed more than 100 management consulting projects ranging in size from \$10,000 to \$10 million. Since we started measuring client feedback in May 2009, 85% of our clients have rated our project performance "exceptional;" 10% have rated it "higher than expected;" and 5% have rated it "fully as expected." (Source: Hagerty's Client Feedback System, Perfolio®)

Hagerty professionals have successfully:

- Stood-up and launched new federal emergency preparedness, operational planning, and disaster recovery programs.
- Provided project management leadership to federal, state and local emergency management initiatives.
- Reengineered Federal grant financial, accounting, and program reporting processes.
- Defined business requirements for databases and applications.
- Conducted program reviews and organizational assessments.
- Assessed and revised performance measurement systems.
- Designed and conducted scenario based training exercises and workshops.
- Led organizational transformation through business process engineering.
- Facilitated strategic planning, process improvement, performance metric, and long-term planning workshops with public, private, and non-profit stakeholders.

If you ever have a need for operational or advisory consulting services, or just want another point of view on a challenge you're trying to address, we hope you will consider reaching out to Hagerty Consulting. Similarly, if your organization is seeking professional or technical assistance, we hope you will include Hagerty Consulting on the list of companies invited to bid. We are confident we can make a significant and meaningful contribution to your organization.

OUR SERVICES

Under our MOBIS schedule, Hagerty Consulting specializes and provides services in eight functional areas: Business Process Transformation, Facilitation, Change Management, Organizational Assessment, Policy Analysis, Preparedness and Crisis Recovery, Program and Project Management, and Strategic and Performance Management.

1. **BUSINESS PROCESS TRANSFORMATION**

Business process transformation aims to improve the efficiency of business operations by removing duplicate or unnecessary steps and automating as many processes as possible. It involves a radical rethinking of what processes are and how they can best be executed. The results can be dramatic, with demonstrable, measurable operational improvements, including lower administrative costs, reduced response times, more accurate transactions, and faster service delivery.

2. **FACILITATION**

Effective facilitators focus on meeting dynamics so that participants can concentrate on the substance of their work together. Hagerty places an upfront emphasis on meeting preparation, which reduces breakdowns in meeting management and allows the facilitator to respond flexibly to unanticipated meeting roadblocks. To encourage rapid diagnostic appraisals and brainstorming, and to distil great ideas, Hagerty professionals have experience with all facilitation technologies, from flip charts to electronic groupware.

3. **CHANGE MANGEMENT**

We understand the sensitivity of organization culture to change. Hagerty professionals coach that leadership commitment, communication, and consensus help to generate enthusiasm for the new, the different, the changed. We assess the impact of change on people and processes and develop coaching and training tools to support the new ways of doing business.

4. **ORGANIZATIONAL ASSESSMENT**

We believe organizational change is founded on a holistic view of organizational performance. Recognizing that an organization is a complex system with many interdependencies, we use a model of organizational performance to both organize and depict our diagnostic assessment and improvement recommendations. Hagerty professionals identify management processes and structures that help organizations demonstrate results to its stakeholders and customers.

5. **POLICY ANALYSIS**

Policy analysis, also known as policy studies, is the systematic evaluation of alternative means of achieving social and public policy goals. Hagerty professionals have advanced degrees in public administration, public policy, statistics, economics, and social work, and years of policy analysis experience. Our specialists have national experience in specialized policy areas and understand the quantitative and qualitative methodologies required to evaluate changes in policies and programs.

6. **PREPAREDNESS AND DISASTER RECOVERY**

Emergency preparedness is a crucial element of any disaster or crisis prevention and recovery plan. Hagerty will help you plan for a crisis, and if necessary, help you respond and recover with agility and confidence. To improve response and recovery operations, we provide comprehensive, effective, and intelligent business continuity and contingency planning, emergency preparedness, and disaster recovery services.

7. **PROGRAM AND PROJECT MANAGEMENT**

Hagerty excels at overall project planning and coordination from inception to completion. Our goal is to help you meet your requirements and make sure that your project is completed on time and within cost, and that it complies with required quality standards. Hagerty professionals have managed the implementation of a \$7.4 billion outsourced Public Assistance Program; re-engineered, coordinated, and implemented a \$1.3 billion loan program; and designed, implemented, and overseen a \$2 billion federal grant quality control unit.

8. **STRATEGIC AND PERFORMANCE MANAGEMENT**

Strategic and performance management creates the framework and capabilities that will align people, programs, and processes to achieve your organization's overarching goals and objectives. Hagerty will help you understand the few critical skills at which you must excel in order to achieve your objectives. As a result, your organization will have the operational focus it needs to fulfill its mandate and mission. Hagerty can help you articulate your mission, define your organizational strategy, translate strategic intent into action, and measure progress.

DISASTER RECOVERY PURCHASING

Hagerty Consulting is a recognized national leader in emergency preparedness, and disaster response and recovery. Our MOBIS labor categories (SINs identified by the suffix "RC") offer State and local governments disaster recovery program management professionals. Public Law 109-364 authorized the General Service Administration to provide for the use of Federal Supply Schedules by State and local governments for the purchase of products and services to recover from major disasters, terrorism, or nuclear, biological, chemical, or radiological attacks.

Hagerty Consulting's MOBIS schedule is authorized for disaster recovery purchasing by State and local governments. We have extensive experience providing disaster recovery support services to State and local governments through the Federal Emergency Management Agency's (FEMA) Public and Individual Assistance Programs. Hagerty Consulting has mobilized its resources nationwide to facilitate Federal funding assistance to State and local governments for debris removal, restoration of infrastructure, provision of temporary housing, and long term community recovery planning. In addition, we have developed and implemented training courses on reimbursement eligibility, interim and permanent housing strategies, community recovery plans, and debris management guides.

CUSTOMER INFORMATION

1 (a) MOBIS SERVICES

SIN 874-1: Consulting Services

Hagerty has extensive knowledge of the challenges faced by federal executives from the impacts of new mandates and evolutionary influences from our experience providing management consulting services in the federal market. Hagerty has successfully demonstrated on various projects the ability to provide valuable advice, assistance, guidance, and counseling to support an agencies' mission oriented business functions, including but not limited to:

- Business process reengineering
- Financial analysis
- Performance measurement
- Strategic and action planning
- Organizational assessment
- Change management
- Process modeling
- Productivity improvement
- Policy and procedure analysis
- Process controls
- Program audits
- Government and regulatory compliance reviews
- Change & knowledge management
- Benchmarking
- Organizational assessments
- Program audits and evaluations
- Financial management
- Infrastructure re-design
- Quality management
- Essential function continuity

SIN 874-2: Facilitation Services

Hagerty has extensive experience conducting facilitated sessions for diverse groups, developing solutions that meet common or divergent interests, and documenting these forums for public record. Hagerty has facilitated hundreds of forums on behalf of the federal government to effectively and efficiently assist state agencies, local governments, regional authorities, coalitions, school boards, tribal nations, and private non-profits throughout the disaster recovery process. Hagerty has significant experience in facilitating meetings of all sizes regarding sensitive topics and issues to resolve disputes, technical discussions, and briefings in a collaborative and seamless manner. Facilitation services include, but are not limited to:

- Visioning
- Problem diagnosis
- Process analysis
- Recording discussion content
- Final report preparation and dissemination
- Debriefings
- Team building
- Large and small group discussions
- Decision making
- Community engagement
- Multi-agency collaborative ventures

SIN 874-7: Program Integration and Project Management Services

Hagerty has successfully managed and provided program management of several billion dollar programs for the government. Our success has been predicated on following our Performance Management Plan and leveraging our extensive knowledge and experience in program management and integrating financials, policies, and processes. We have demonstrated a strong track record of providing outstanding professional resources and extensive experience executing federal program management and integration. Hagerty can provide the following services:

- Program management
- Program audits
- Program oversight
- Program management planning and integration
- Budget planning and analysis
- Earned value analysis
- Scheduling
- Independent program analysis
- Financial management

1(b) PRICING

Government price exclusive of any quantity/dollar volume, prompt payment, or discount.

**SIN 874-1, 874-2, 874-7
 Recovery Purchasing: SIN 874-1RC, 874-2RC, 874-7RC**

Labor Category Rates (per Hour)	
Project Executive	\$192.90
Subject /Industry Matter Specialist	\$193.92
Project Manager	\$154.49
Senior Management Consultant	\$135.18
Management Consultant	\$121.02
Analyst	\$98.80
Project Administrator	\$47.73

1(c) LABOR SKILL DESCRIPTION

Hagerty attracts very talented and dynamic cadre of professionals who have demonstrated a commitment to excellence and have top-tier consulting experience, industry specialization, or graduated from a top school. Our clients look to Hagerty when they need top-tier professionals to help them solve a wide range of important issues. Labor skill descriptions provided by Hagerty under the MOBIS Schedule include the following:

Project Executive: Experience of twelve or more years with an advanced degree or fifteen years or more experience with a Bachelors degree and demonstrates senior experience in management consulting. Managing director of the MOBIS Schedule and responsible for all

assurance and specialized services on MOBIS engagements and that these services comply with applicable professional standards, professional excellence, and the firm's mission, vision, and values. Provides programmatic guidance and direction to leadership of MOBIS engagements.

Subject/Industry Matter Specialist: Experience of fifteen or more years in a specific subject or industry, or ten years experience and possess more than one specialized advanced degree. Provides senior level advice, guidance, and training on subject and industry matter expertise relative to MOBIS engagements and tasks. Responsible for ensuring technical accuracy of subject/industry matter topics for internal documents and submittals, adherence to subject/industry standards, and assisting Project Executive in the development of the overall MOBIS engagement approach. Interfaces with client's specialists and resolves subject/industry matter issues with the Manager.

Project Manager: Experience of ten or more years, or an advanced degree or registration and eight years experience. Responsible for the management and supervision of the engagement team, quality control, review and approval of internal documents and submittals, adherence to standards, and assisting Project Executive in the development of the overall MOBIS engagement approach. Provide guidance and direction of MOBIS projects to subordinates. Has overall responsibility, with input from the Project Executive, for client relations; project methodology, scope and budget; and performance of project and HCI personnel. Interfaces with the client and resolves project specific issues or elevates issues when necessary.

Senior Management Consultant: Experience of five years or more. An advanced degree may be substituted for equivalent years of experience. Provides analytical and program support, assists Manager in the planning of MOBIS engagements, and providing guidance on aspects of the project that are delegated by the Manager. Focused on high performance work that requires relatively more experience, supervising and reviewing subordinates, and drafting of findings and reports. Responsible in completing assigned tasks accurately, thoroughly, and within scope and budget.

Management Consultant: Holds a four-year degree from an accredited college/university and experience of two to five years. An advanced degree may be substituted for equivalent years of experience. Provides project support, assists Senior Consultant in executing MOBIS projects, and executing aspects of the project that are delegated by the Senior Consultant. Focused on high performance work including data collection, materials development and other tasks relevant to client projects. Responsible in completing assigned tasks accurately, thoroughly, and within the scope of the project.

Analyst: Holds a four-year degree from an accredited college/university and experience of less than two years. Performs the detail procedures under the supervision and review of a more experienced professional. Performs data collection, tabulation, review, limited analysis, and other tasks relevant to the aspects of the project accurately and within the scope of the project.

Project Administrator: Holds a four-year degree from an accredited college/university and experience of less than one year. Independently responsible for project budget financial management and analysis of supporting documentation, compilation of invoices and submission of required supporting documentation. Maintains and updates the firm's Project Performance Portfolio database - Perfolio©. Under direction of project leaders, assists in data collection, analysis and writing.

2. Maximum Order: \$500,000
3. Minimum Order: \$300
4. Geographic Coverage (Delivery Area): National
5. Point(s) of Production: Evanston, Cook County, Illinois and Washington, DC
6. Discount from List Prices: All prices listed are net prices
7. Quantity Discounts: None
8. Prompt Payment Terms: Net 30 Days
- 9(a) Notification that Government purchase cards are accepted at or below the micro-purchase threshold. N/A
- 9(b) Notification that Government purchase cards are accepted or not accepted above the micro-purchase threshold. N/A
10. Foreign Items (list items by country of origin). None
- 11(a) Time of Delivery: TBD on Each Task Order
- 11(b) Expedited Delivery: Items available for expedited delivery. Contact Hagerty for further information.
- 11(c) Overnight and 2-day Delivery: 2-Day delivery is available. Contact Hagerty for further information.
- 11(d) Urgent Requirements: For urgent requirements, contact Hagerty for more information.
12. F.O.B. point(s): Destination
- 13(a) Ordering Address(es): Hagerty Consulting, Inc., 1618 Orrington Avenue, Suite 201, Evanston, Illinois 60201. Telephone: 847-492-8454
- 13(b) Ordering Procedures: For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 14 Payment Address(es)

By Electronic Payment

Bank: Citibank
ABA#: 021272655
Credit to: Hagerty Consulting, Inc.
Account #: 1088739399

By Check remit to

Smith Barney
Attention: Bill Currie
C/O: Hagerty Consulting
130 East Seneca Street

111 Sylvan Avenue
Englewood Cliffs, N.J. 07632
(201) 227-2900

Suite 500
Ithaca, N.Y. 14850

15. Warranty Provision: N/A
16. Export Packing Charges, if Applicable: N/A
17. Terms and conditions of government purchase card acceptance: N/A
18. Terms and conditions of rental, maintenance, and repair: N/A
19. Terms and conditions of installation: N/A
20. Terms and conditions of repair parts indicating date of parts price lists and discounts: N/A
- 20(a) Terms and conditions for any other services: N/A
- 21 List of service and distribution points: N/A
- 22 List of participating dealers: N/A
- 23 Preventive maintenance: N/A
- 24(a) Special attributes: N/A
- 24(b) Section 508: If applicable, Section 508 compliance information on Electronic and Information Technology (EIT) supplies and services will be addressed on a task order basis. The EIT standards can be found at www.section508.gov.
25. Data Universal Numbering System (DUNS) Number: 14-352-9720
26. Central Contractor Registration (CCR) Database: Hagerty Consulting is registered in the Central Contractor registration (CCR) database.
27. Uncompensated Overtime: Not Used

CONTRACTOR: HAGERTY CONSULTING, INC. 1618 ORRINGTON AVE, SUITE 201 EVANSTON, IL 602013864	Schedule Title : Financial and Business Solutions (FABS) Product Service Code : R704 DUNS# : 143529720 Contract Period : February 20, 2009 - February 19, 2014 Business Size : Other than Small Business
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Awarded service information listed by Special Item Numbers (SINS):

SIN:520 11 - Accounting

Accountant I

Assists in analyzing, processing, and summarizing transactions. Performs data collection, analyzes information, and provides general support to project team.

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$99.43

Accountant II

Analyzes, processes, and summarizes transactions, classifies accounting transactions, resolves accounting issues, assesses accounting internal controls, and improves operating efficiency and effectiveness. Focused on high performance work that requires relatively more experience, supervising subordinates, and reviewing draft findings and reports. Responsible for completing assigned tasks accurately, thoroughly, and within scope and budget.

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$150.35

Accountant III

Devises new or revised accounting policies and procedures, performs special studies to improve accounting operations, resolves audit findings or accounting issues, assesses accounting internal controls, and improves operating efficiency and effectiveness. Focuses on high performance work that requires relatively more experience, supervising subordinates, and reviewing draft findings and reports. Responsible for completing assigned tasks accurately, thoroughly, and within scope and budget.

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$187.21

Project Executive

Managing director of the FABS Schedule and responsible for all specialized services on FABS engagements and that these services comply with applicable professional standards, professional excellence, and the firm's mission, vision, and values. Maintains ultimate responsibility for technical quality and customer satisfaction for all Hagerty Consulting engagements.

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$232.80

Project Manager

Responsible for the management and supervision of the engagement team, quality control, review and approval of internal documents and submittals, adherence to standards, and assisting Project Executive in the development of the overall FABS engagement approach. Provide guidance and direction of FABS projects to subordinates. Has overall responsibility, with input from the Project Executive, for client relations; project methodolo-

gy, scope and budget; and performance of project and firm personnel. Interfaces with the client and resolves project specific issues or elevates issues when necessary

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$187.21

Subject Matter Expert

Provides senior level advice, guidance, and training on subject and industry matter expertise relative to applicable laws, regulations, Executive Orders, and OMB Circulars. Responsible for ensuring technical accuracy of subject/industry matter topics for internal documents and submittals, adherence to subject/industry standards, and assisting Project Executive in the development of the overall FABS engagement approach. Interfaces with client's specialists and resolves subject/industry matter issues with the Manager.

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$233.88

SIN:520 13 - Complementary Financial Management Services

Financial Analyst I

Assists in drafting and preparing project deliverables. Performs data collection, analyzes information, and provides general support to project team.

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$99.43

Financial Analyst II

Assists in improving and streamlining reporting and analysis processes, and performs other specialized financial analyses. Focused on high performance work including data collection, materials development, and other analytical tasks. Responsible for completing assigned tasks accurately, thoroughly, and within scope and budget.

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$150.35

Financial Analyst III

Provides financial management, economic and/or regulatory analyses and identifies requirements of related processes and systems. Focused on high performance work that requires relatively more experience, supervising subordinates, and reviewing draft findings and reports. Responsible for completing assigned tasks accurately, thoroughly, and within scope and budget.

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$187.21

Project Executive

Managing director of the FABS Schedule and responsible for all specialized services on FABS engagements and that these services comply with applicable professional standards, professional excellence, and the firm's mission, vision, and values. Maintains ultimate responsibility for technical quality and customer satisfaction for all Hagerty Consulting engagements.

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$232.80

Project Manager

Responsible for the management and supervision of the engagement team, quality control, review and approval of internal documents and submittals, adherence to standards, and assisting Project Executive in the development of the overall FABS engagement approach. Provide guidance and direction of FABS projects to subordinates. Has overall responsibility, with input from the Project Executive, for client relations; project methodology, scope and budget; and performance of project and firm personnel. Interfaces with the client and resolves project specific issues or elevates issues when necessary

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$187.21

Subject Matter Expert

Provides senior level advice, guidance, and training on subject and industry matter expertise relative to applicable laws, regulations, Executive Orders, and OMB Circulars. Responsible for ensuring technical accuracy of subject/industry matter topics for internal documents and submittals, adherence to subject/industry standards, and assisting Project Executive in the development of the overall FABS engagement approach. Interfaces with client's specialists and resolves subject/industry matter issues with the Manager.

Unit of Issue:	Per Hour
02/20/2013 – 02/19/2014:	\$233.88

Terms and Conditions:

1. Table of awarded special item number(s) with appropriate cross reference to item descriptions and awarded price(s):

SIN	Description
520 11	Accounting
520 13	Complementary Financial Management Services

2. Maximum order per SIN:

SIN	Maximum Order
520 11	\$1,000,000.00
520 13	\$1,000,000.00

3. Minimum order:

\$300.00

4. Geographic Coverage:

50 States,DC,PtoRico

5. Point(s) of production (city, county, and State or foreign country):

Evanston, Cook County, Illinois, and Washington, DC

6. Quantity Discounts:

7. Prompt payment terms:

0%-0 0%-0 NET 30

8. Government purchase cards accepted above the micro-purchase threshold:

No

9. Government purchase cards are accepted at or below the micro-purchase threshold:

No

10. Foreign Items:

n/a

11. Time of Delivery:

TBD Days From date of award to date of completion (services only)

12. Expedited Delivery:

Items available for expedited delivery. Contact Hagerty for further information.

13. Overnight and 2-Day Delivery:

2-day delivery is available. Contact Hagerty for further information.

14. Urgent requirements:

For urgent requirements, contact Hagerty for more information.

15. F.O.B. points:

- Alaska : D - Destination
- Continental US : D - Destination
- Hawaii : D - Destination
- Puerto Rico : D - Destination

16. Ordering Addresses:

1	Hagerty Consulting, Inc. Stephen H. Hagerty 1618 Orrington Avenue Suite 201 Evanston, IL 60201 USA Ph:847-492-8454 Fax:847-859-1710 steve.hagerty@hagertyconsulting.com
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17. Ordering Procedures:

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3

18. Payment Addresses:

1	Smith Barney C/O Hagerty Bill Currie 130 East Seneca Street Suite 500 Ithaca, NY 14850 USA Ph:847-492-8454 Fax:847-859-1710 steve.hagerty@hagertyconsulting.com
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19. Warranty Provision:

n/a

20. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):

n/a

21. Terms and conditions of repair parts:

n/a

22. Terms and conditions for any other services:

n/a

23. Terms and conditions of rental, maintenance, and repair:

n/a

24. Terms and conditions of installation:

n/a

25. List of service and distribution points:

n/a

26. List of participating dealers:

n/a

27. Preventative maintenance:

n/a

28. Special attributes such as environmental attributes:

n/a

29. Section 508 compliance information:

n/a

30. Data Universal Number System (DUNS) number:

143529720