

AGREEMENT dated 7/31/13 between the CITY OF NEW YORK ("CITY") acting by and through its Department of Social Services, Human Resources Administration ("Department"), having an office located at 180 Water Street, New York, New York 10038 and Public Financial Management, Inc. ("Contractor") a for-profit corporation having its principal office located at Two Logan Square, Suite 1600, Philadelphia, PA 19103.

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

WHEREAS, the City's housing recovery programs are designed to meet the unmet housing assistance needs described in the NYC Community Development Block Grant –Disaster Response (CDBG-DR) Action Plan in order to help people affected by Hurricane Sandy achieve permanent housing, sustainable housing solutions that allow them to remain in New York City, and, where possible, return to their neighborhoods; and

WHEREAS, the Department, as the local social services district, procured the case management services required in support of the New York City housing recovery programs; and

WHEREAS, the Contractor represents that it is a corporation that possesses the necessary abilities and expertise to provide the services required under this Agreement; and

WHEREAS, the Department procured those services through a Negotiated Acquisition pursuant to Section 3-04 of the New York City Procurement Policy Board Rules (PPBR); and

WHEREAS, Contractor, having been awarded the Contract, is ready, willing and able to perform;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I — DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Board of Directors" or "Board" means the board of directors, board of trustees or a similar body vested with the duty and responsibility for management and oversight of Contractor's affairs as they relate to its performance under this Agreement.

B. "Budget" shall mean the line-item costs and/or the performance based measures or fee-for-service rate schedule attached hereto as Appendix C.

- C. "City" shall mean The City of New York.
- D. "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.
- E. "Comptroller" shall mean the Comptroller of the City of New York.
- F. "Contractor" shall mean the entity entering into this Agreement with the Department.
- G. "Department" shall mean the City agency that has entered into this Agreement.
- H. "Fiscal Agent" shall mean an entity (if any) retained by the Department, or retained by the Contractor at the direction of the Department, to issue payments to third parties on behalf of the Contractor or otherwise to assist the Contractor in the administration of its financial affairs.
- I. "Fiscal Manual" shall mean a set of instructions provided by the Department to the Contractor documenting the applicable policies and procedures of the Department for Contractor to use in such matters as record-keeping, bookkeeping, reporting, invoicing and claiming, budgeting, cost allocating, procurement and payroll, as may be amended by the Department. The Fiscal Manual is incorporated by reference and may be found online at <http://www.nyc.gov/hra>. The Fiscal Manual is not intended to amend the material terms of this agreement with respect to either the Scope of Work, or the terms and conditions of this document or Appendix A.
- J. "Law" or "Laws" shall mean the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.
- K. "State" shall mean the State of New York.

ARTICLE II — TERM OF AGREEMENT

Section 2.01 Term. The term of this Agreement begins on June 24, 2013 for a period of two (2) years through June 23, 2015.

Section 2.02 Renewal. The Department, in its sole discretion, may renew this Agreement once for a period of up to two (2) additional years. The renewal shall be on substantially the same terms and conditions contained in the Agreement. The renewal will not be effective unless and until the renewal is registered pursuant to New York City Charter §328. The Department shall renew this Agreement by giving written notice to the Contractor prior to the expiration date of this Agreement and prior to the expiration date of any renewal option. The Department will endeavor to give the Contractor notice ninety (90) days prior to renewal. Failure to give notice at least 90 days prior to renewal shall not impair the Department's right to exercise its option to renew and shall not invalidate an option exercised by the Department.

Section 2.03 Future funding. Since the period of performance contemplated by this Agreement involves performance by the Contractor in a subsequent City fiscal year(s), funding for this Agreement is subject to the appropriation of funds for such subsequent City fiscal year(s). Contractor also understands that the Department is under no obligation to continue its funding after the expiration of the term of this Agreement.

ARTICLE III — SCOPE OF WORK AND BUDGET

Section 3.01 Scope of work.

A. **Services and Activities.** Contractor shall provide the services and activities in program areas or programs listed and described in the Scope of Work and Proposal attached hereto as Appendix B and Appendix D, respectively.

B. **Healthy food environment.** The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake of its citizens. Accordingly, in addition to the services set forth in Appendix B1 and B2, the Contractor shall make best efforts to distribute to any staff members providing services to program participants under the Agreement and to program participants funded in whole or in part by this Contract, any healthy food promotional materials provided to the Contractor by the Department.

C. **New York City Food Standards.** This paragraph applies only if this Agreement includes a requirement that the Contractor supply food to program participants as a material part of the client services funded by the Department. The City aims to reduce the prevalence of chronic disease, such as obesity, diabetes and cardiovascular disease, by improving dietary intake of its citizens. Accordingly, the Contractor shall provide a healthy food environment in connection with the client services provided under this Agreement by complying with the attached New York City Agency Food Standards with regard to the provision of food to program participants under this Agreement, including compliance with the New York City Food Standards for beverage vending and food vending machines (<http://www.nyc.gov/html/doh/html/cardio/cardio-vend-nutrition-standard.shtml>) for any vending machines to which program participants are granted access.

Section 3.02 Budget. Contractor shall provide such services and activities in accordance with the Budget. Contractor may request modifications to the Budget in the manner prescribed in the Fiscal Manual.

Section 3.03 Payment. The Department shall pay the Contractor an amount not to exceed fifty million two hundred nineteen thousand five hundred and sixty-four (\$50, 219,564.00) dollars for all services provided under the Agreement. Payment shall be made, depending on the Task, in accordance with the Budget as detailed in Appendix C and the Fiscal Manual. The total amount not to exceed for Task 1 shall be \$19,605,500; for Task 2 the total amount not-to-exceed shall be \$9,889,200; for Task 3 the total amount not-to-exceed shall be \$13,497,613; for Task 4 the total amount-not-to-exceed shall be \$4,680,950; and for Task 5 the total amount not-to-exceed shall be \$ 2,546,301. This Agreement shall not obligate the Department beyond the dollar amount designated as the maximum contract amount in the absence of a duly executed written contract amendment registered pursuant to section 328 of the New York City Charter.

Section 3.04 Cost allocating and duplication.

A. **Duplication.** Contractor represents and warrants that the work to be performed under this Agreement shall in no way duplicate any work performed under other agreements between the City and Contractor, nor under any agreement with any other governmental funding source, except upon the express written permission of the Department. Costs attributable to the program and not paid for by the City are not duplication (e.g. program enhancements, unreimbursed portions of staff salaries) but are subject to the cost allocation provisions set forth below. Noncompliance with this Section shall constitute a material breach of this Agreement.

B. **Cost allocation plan.** Contractor shall accurately and equitably allocate costs which are attributable to the operation of two or more programs among such programs, or which are costs attributable to two or more governmental funding sources, by a method which represents the benefit of such costs to each program or funding source. The Contractor shall upon commencement of services or as soon thereafter as practicable develop and deliver to the Department a cost allocation plan for the Department's approval.

C. No cost allocation plan shall be approved by the Department unless such a plan:

1. Relates to allowable costs as defined in applicable laws, regulations and policies of the federal, State and City governments;
2. Relates to costs necessary for the Contractor's performance pursuant to this Agreement;
3. Fairly and accurately reflects the actual allocable share of such cost with respect to this Agreement;
4. Is developed in accordance with generally accepted accounting principles; and
5. Is accompanied by such supporting documentation as the Department deems necessary to evaluate the plan.

D. A cost allocation plan approved by the Department may be modified with the written approval of the Department.

E. Notwithstanding any provision in this Section to the contrary, the Department further reserves the right to withhold any payments to the Contractor for allocated costs in the event that the Department determines that the cost allocation plan is unsatisfactory in whole or in part, or determines that such allocated costs have been incorrectly determined, are not allowable, or are not properly allocable pursuant to this Agreement and or approved cost allocation plan.

Section 3.05 Cost Of living increases. Where the Contractor's industry has experienced an increase in costs (e.g. salary, wage or fringe benefit cost of living increases, a change in the prevailing or living wage, a renegotiated collective bargaining agreement, an industry-wide increase in the Producer Price Index (PPI) for fuel or energy) that exceeds the Budget, and the Office of Management and Budget (OMB) or another independent agency has determined in writing that additional funds will be made

available to a City agency for the class of contracts pursuant to which the Contractor provides the same or substantially similar services, then the Department shall reimburse the Contractor for such increases in costs to the extent that such increases have been authorized by the City for contracts within such class of contracts and to the extent that funds are appropriated for such purposes. Any cost of living increase will not be effective unless and until an amendment to the contract is registered pursuant to New York City Charter §328.

ARTICLE IV — FISCAL PROCEDURES

Section 4.01 Cooperation and compliance. Contractor hereby agrees to fully cooperate and comply with the Fiscal Manual on all fiscal matters related to this Agreement.

Section 4.02 Accounts

A. Contractor shall establish and maintain one or more separate accounts for the funds obtained from or through the City of New York related to this and all other agreements with the City, and shall maintain records for such account to track and clearly identify the funds obligated through this Agreement.

B. Contractor shall notify the Department of the name, locations and account numbers of all bank accounts in which any funds pursuant to this Agreement are maintained, and of any change in the name, location, or account numbers of such accounts within five (5) days of such establishment or change. Such bank shall have a branch located in New York City unless otherwise approved by the Department.

C. Contractor shall notify the Department of the names, titles, and business addresses of such persons authorized by the Contractor to receive, handle or disburse monies under this Agreement, including the company name and company address where such persons are not employees of the Contractor. Such notification must be in writing and furnished to the Department within five (5) days from the execution of this Agreement, and within five (5) days from any subsequent change or substitution of authorized signatories.

Section 4.03 Advance. The amount of any advance to be paid to Contractor under this Agreement shall be determined solely by the Department in accordance with its Fiscal Manual and any applicable Comptroller directives. The funds shall be used exclusively for the payment of expenditures and obligations authorized by and properly incurred pursuant to the Budget.

Section 4.04 Financial records, reporting and invoicing. Contractor shall submit financial reports and invoices to the Department in accordance with the terms of the Fiscal Manual. Any supporting documents required to be maintained by this Agreement or the Fiscal Manual shall be made available for inspection and reproduction by the Department, the City Comptroller, and such other persons as authorized by the Department, including the Inspector General for the Department and the Department of Investigation. Contractor acknowledges that repeated failure to submit required financial reports within the time limits prescribed may result in termination of this Agreement.

Section 4.05 Procurement requirements.

A. Procurement records. Contractor shall retain proper and sufficient bills, vouchers, duplicate receipts and documentation for any payments, expenditures or refunds made to or received by Contractor in connection with this Agreement. Contractor may maintain a petty cash fund in accordance with the Fiscal Manual, however, no expenditures may be made from such fund for procurements valued in excess of \$1,000. Contractor shall make all procurement expenditures in excess of \$1,000 by check or credit card.

B. Extent of competition required. Contractor shall retain records which detail the method of procurement, the basis for selection or rejection of a contractor, consultant or supplier and the basis for the contract price. If federal or State Laws require procurement methods other than those set forth herein, then Contractor shall also comply with such procurement methods.

1. Contractor must solicit and document at least three (3) written estimates for any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts in excess of \$25,000. The monetary threshold applies to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.
2. For any payment made or obligation undertaken in connection with this Agreement for any purchase of goods, supplies, or services (including but not limited to consulting services) for amounts between \$5,000 and \$25,000, Contractor shall conduct sufficient market research and/or competition to support its determination that the price of such purchased goods, supplies, services or equipment is reasonable. The monetary thresholds apply to payments made or obligations undertaken in the course of a one (1) year period with respect to any one (1) person or entity. Payments made or obligations undertaken will not be artificially divided in order to avoid the requirements of this paragraph.
3. The City may retain the services of a Group Purchasing Organization (GPO) to facilitate the purchase of supplies or other items. If the City retains such a GPO, the Department may direct Contractor to utilize the services of such GPO. If the Contractor is directed by the Department to use the GPO or if the Contractor becomes a member of and makes purchases through the GPO retained by the City with or without the City's direction, Paragraph B shall not apply to those purchases and the procurement requirements will be satisfied through the use of the GPO.

C. Equipment. If so directed by the Department, title to all equipment or other property purchased at a price in excess of \$5,000 with funds obtained through this Agreement shall be in the name of the City of New York. Contractor shall properly maintain and keep in good repair all equipment acquired with funds obtained through this Agreement. Contractor shall dispose of such equipment in the manner provided in the Fiscal Manual or as otherwise directed by the Department, and shall maintain detailed records concerning such dispositions. At the Department's request, Contractor must execute a

UCC-1 to evidence the Department's interest in equipment purchased at a price in excess of \$25,000 and to enable the Department to perfect that interest by filing or otherwise.

D. M/WBE suppliers. Contractor is encouraged to utilize businesses and individual proprietors listed on the NYC Online Directory of Certified MWBE Businesses, available at www.nyc.gov/sbs, as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement. Contractor is also encouraged to utilize businesses and individual proprietors owned/operated by people with disabilities as sources for its purchases of goods, supplies, services and equipment using funds obtained through this Agreement.

E. Disputes with suppliers. Contractor, without recourse to the City or the Department, shall be responsible for the settlement and satisfaction of all contractual obligations and administrative issues arising out of any procurement or leasing contracts paid with funds obtained through this Agreement.

Section 4.06 Limitation on use of funds.

A. Proper purposes. No funds obtained through this Agreement shall be spent for any expense not incurred in accordance with the terms of the Agreement. All such funds shall be administered in accordance with the Fiscal Manual.

B. Real property. No funds obtained through this Agreement shall be spent for the purchase of any interest in or improvement of real property, unless included in the Budget or otherwise authorized in writing by the Department.

C. Disallowed costs. Any cost found by the Department, the City or any auditing authority that examines the financial records of the Contractor to be improperly incurred shall be subject to reimbursement to the City. Failure to make said reimbursement shall be grounds for termination of this Agreement.

Section 4.07 Recoupment of disallowances, improperly incurred costs and overpayments.

The Department may, at its option, either require the Contractor to reimburse the Department or withhold for the purposes of set-off any monies due to Contractor under this Agreement up to the amount of any disallowance or improperly incurred costs resulting from any audits of Contractor, and/or the amount of any overpayment to Contractor with regard to this Agreement or to any other agreement between the parties hereto, including any agreement(s) that commenced prior to the commencement date of this Agreement. Prior to the imposition of withholding for the purposes of set-off, the Department will provide the Contractor with an opportunity to be heard upon at least ten (10) days prior written notice.

Section 4.08 Failure to spend funds. In the event that Contractor fails to spend funds for any part of the Budget within the time indicated therein (i.e., the fiscal year unless otherwise indicated) or at the level of expenditures indicated therein, the Department reserves the right, in its discretion, to recoup any funds advanced and not spent. If Contractor fails to spend funds in the budget, the Department reserves the discretion to reduce the budget going forward to account for the expected future level of expenditures.

Section 4.09 Provisions Applicable When Fiscal Agent Disburses Funds To Contractors

A. Payment by Fiscal Agent. Where the Department has retained a Fiscal Agent to make payments to third parties on behalf of Contractor, then the Contractor is obligated to use the Fiscal Agent to make payment to third parties at the Department's direction, including for the purchase of such goods, supplies, services and/or equipment made by Contractor under this Agreement. Where the Department directs that Contractor utilize a Fiscal Agent, Contractor shall not pay any obligations on its own behalf except to the extent specifically allowed by this Agreement and the Department's Fiscal Manual.

B. Payroll processing by Fiscal Agent. In the event that a Fiscal Agent is processing the Contractor's payroll, Contractor shall deliver to the Fiscal Agent signed and dated time and attendance records for each staff member and consultant to be paid under this Agreement, in the form required and delivered at the time required by the Fiscal Agent and the Department's Fiscal Manual. Subject to the Department's approval, the Fiscal Agent shall prepare the payroll checks and supporting materials based on the documents submitted.

C. Fiscal Agent documentation. Upon reasonable request and approval by the Department, Contractor shall have the right to inspect any fiscal documents relating to this Agreement as may be maintained by a Fiscal Agent, if applicable. Contractor may request from the Department copies of any or all the following documents relating to the funds to be provided hereunder, with said documents to be furnished by the Fiscal Agent, subject to the Department's approval, within a reasonable time of the request: monthly budget and expenditure reports; budgets and budget modifications; and audit reports, where available.

ARTICLE V — RECORDS, DELIVERABLES, AUDITS AND REPORTS

Section 5.01 Records to be maintained. In addition to any other records required to be maintained and/or provided for inspection pursuant to this Agreement, Contractor shall maintain and make available to the Department for inspection, upon reasonable request, the following documents: tax returns; audit reports; all programmatic records and accounts maintained in connection with this Agreement, including program, research and other reports and publications prepared in connection with this Agreement; all financial books, records and accounts reflecting payments made by Contractor for petty cash expenditures in connection with this Agreement; all applicable licenses and permits; Board member lists and all minutes and attendance sheets (dated and signed) for meetings of the Board of Directors and any of its committees responsible for the oversight of the program(s) funded under this Agreement; certificate of incorporation and by-laws; all other contracts related to providing services under this Agreement, to which Contractor is a party and the contract terms coincide, in whole or in part, with the term of this Agreement; and any other records or materials reasonably requested at such reasonable times and places and as often as may be reasonably requested. Contractor shall permit the Department and its authorized representatives including the Department's Inspector General, the Comptroller of the City of New York, the New York City Department of Investigation, or their designees, or other interested federal, State or City agency representatives, to attend all meetings of the Board of Directors and to be present at the program site(s) to observe the work and activities being performed in connection with this Agreement.

Section 5.02 Deliverables and reports. Contractor shall submit the deliverables and periodic reports required by this Agreement, in accordance with the Scope of Work attached hereto. Contractor shall administer such assessment tools, collect and report such data, maintain records, make reports and take such other actions as may be directed by the Department.

Section 5.03 Audit disclaimers. If any audit of Contractor's records shall include a Disclaimer of Opinion relating to any contract with the Department or other funding sources, said Disclaimer shall be ground for termination of this Agreement.

Section 5.04 Federal audit requirements. If applicable, the Contractor shall fulfill the audit requirements of the Federal Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Organizations," and shall provide such audit to the Department within thirty (30) days after its receipt of the final audit by the Contractor from the preparing accountant.

Section 5.05 State charities registration and audit requirements. If the Contractor is required by New York State law to register with and make annual filings to the Charities Bureau of the New York State Department of Law, timely compliance with such requirements shall be deemed a material term of this Agreement. Contractor shall make available to the Department all such filings, including any audit and/or financial report required to be submitted with such filings, within thirty (30) days of receiving such final audit or financial report from its preparer, and in no event later than ten (10) days following the filing of such audit or financial report with the Charities Bureau.

Section 5.06 Additional audit and financial reporting requirements.

A. If any Contractor is exempt from making annual filings to the Charities Bureau of the New York State Department of Law, the Contractor will, at direction of City, provide the City with annual disclosure reports equivalent to those filings that Contractor would have filed with the State had they been required to file. As of the effective date of this Agreement, the requirements are as follows:

1. Contractors with gross revenues between \$100,000 and \$250,000 in any fiscal year shall file an annual financial statement with the Department, which includes an independent certified public accountant's review report in accordance with the "statement on standards for accounting and review services" issued by the American Institute of Certified Public Accountants. The financial statement shall be prepared in conformance with generally accepted accounting principles (GAAP), including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations.

2. Contractors with gross revenues in excess of \$250,000 shall file with the Department an annual audit report by an independent certified public accountant. Said audit report shall contain an opinion, signed by such certified public accountant that the financial statements are presented fairly in all material respects and in conformity with GAAP, including compliance with all pronouncements of the Financial Accounting Standards Board and the American Institute of Certified Public Accountants that establish accounting principles relevant to not-for-profit organizations, and that the financial sheet and balance sheet present fairly the financial operations and position of the organization. The financial report must be signed by the president or other authorized officer and the chief fiscal officer under penalties of perjury that the statements are true and correct to the best of their

knowledge.

B. Contractors receiving funds pursuant to this Agreement in excess of \$1,000,000 will, at direction of City, provide to the Department an audit report from an independent certified public accountant containing an opinion that the Contractor has appropriately allocated costs in accordance with the terms of the Agreement, including that the costs have not been improperly double-charged between multiple City and/or State contracts or between multiple governmental funding sources. The Contractor may satisfy this requirement by including the appropriate analysis in any audits required pursuant to Section 5.04 or 5.05.

C. The Contractor must submit all required audit and financial reports under this Section to the Department within thirty (30) days after receipt of the final audit from its accountant, but in any event no later than twelve (12) months after close of the audit period, or such longer period as determined by the Department. The audit and financial reports shall comply with the applicable provisions in the Fiscal Manual throughout the term of this Agreement, including terms mandating the audit period and frequency of such audits and reports.

D. The Department may in its sole discretion conduct its own programmatic or financial audits of the Contractor.

ARTICLE VI — PERSONNEL PRACTICES AND RECORDS

Section 6.01 Definition of employee. The term "employee" as used in this Article shall be limited to salaried personnel and shall include neither consultants under contract to the Contractor to provide specified services nor participants in the program who are being paid as trainees.

Section 6.02 Compensation of key employees and Board of Directors.

A. **Key employee list.** Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a list of its key employees, which shall include the Executive Director, Chief Financial Officer, Chief Operating Officer, or the functional equivalent of such positions, and the senior financial and programmatic supervisory personnel involved directly or indirectly in the performance of this Agreement. For each listed employee, Contractor shall provide the current total compensation (including all benefits), all sources of the employee's total compensation, whether from this contract or another City, State, Federal or private source, and the dollar amount of compensation from each such source.

B. **Vacancies.** Contractor shall notify the Department in writing within ten (10) days of their occurrence any appointments to or resignations from the positions of Executive Director, Chief Financial Officer and/or Chief Operating Officer, and/or the senior programmatic supervisory personnel or the functional equivalent of such positions.

C. Board compensation. Contractor shall submit to the Department within thirty (30) days of the execution of this Agreement and at the beginning of each new fiscal year a listing of all members of its Board of Directors and identify any of its members who receive compensation in any form, including but not limited to salary, stipend, per diem payments and/or payments for services rendered, from the Contractor or its affiliates, together with the amount of any such compensation, regardless of the source of its payment, and a description of its purpose.

Section 6.03 Collective bargaining. Contractor acknowledges that neither the City nor the Department is responsible or shall be liable for any obligations contained in any agreement into which Contractor or a representatives of Contractor has entered concerning the collective bargaining rights or benefits of its employees paid in full or in part by funds provided through this Agreement. Furthermore, Contractor agrees to abide by all applicable Laws governing the use of funds in connection with union activities.

Section 6.04 Recruitment and hiring of staff.

A. Maintenance of skilled staff. Contractor shall maintain sufficient personnel and resources, including computer technology, to deliver the services described in the Scope of Work and Proposal and perform necessary administrative functions throughout the term of this Agreement, including but not limited to: program evaluation; program monitoring; program research and development, including the preparation of reports required by this Agreement; fiscal reporting, review, audit, and close-out of the Program; and implementation of any corrective actions required by the Department.

B. Background checks.

1. The Contractor shall be responsible for the recruitment and screening of employees and volunteers performing work under the Agreement, including the verification of credentials, references, and suitability for working with clients and participants. Where consistent with State and federal law, if directed by the Department, the Contractor will undertake the fingerprinting of employees and volunteers, including applicants, in accordance with instructions from the Department.

2. The Contractor shall comply with Article 23-A of the New York State Correction Law and Section 296(15) and (16) of the New York State Executive Law when considering an applicant's prior criminal convictions in determining their suitability for employment. In accordance with Article 23-A, nothing in this Agreement shall be construed to limit a Contractor's authority to withdraw conditional offers of employment for any lawful reason, including the determination that the candidate has a conviction that bears a direct relationship to the duties and responsibilities of the position sought, or their hiring would pose an unreasonable risk to property or to the safety of individuals or the general public.

3. With respect to any employment governed by Article 23-A of the Correction Law or Section 296 of the New York State Executive Law, except where the Contractor obtains prior written approval from the Department, the Contractor shall not ask questions regarding an applicant's prior criminal convictions, juvenile delinquency adjudications, or youthful offender adjudications on any preliminary employment application documents or ask questions about an applicant's prior criminal convictions, juvenile delinquency adjudications, or youthful offender adjudications before or during the first interview with the applicant.

4. Consistent with the requirements of Executive Law §296(15) and (16), following the first interview, the Contractor may ask applicants to disclose their prior criminal convictions and any arrests or criminal accusations that are pending and have not been terminated in favor of the applicant. Agencies shall limit their review and consideration of an applicant's criminal convictions to (i) an individual's felony convictions in the state of New York or in any other jurisdiction; (ii) an individual's unsealed misdemeanor convictions in the state of New York or in any other jurisdiction; and (iii) any pending charges against the applicant. Consistent with State law, past arrests not leading to a criminal conviction shall not be considered. (Please note that, pursuant to Section 380.1 of the Family Court Act, juvenile delinquency adjudications are not criminal convictions. Also, pursuant to Section 720.35(1) of the Criminal Procedure Law, a youthful offender adjudication is not a criminal conviction.) In addition, the Contractor may request a waiver from the Department of any provision of this Section and be permitted to ask relevant questions pertaining to the qualifications to hold a specific position, upon demonstrating the need for such waiver.

5. Notwithstanding any other provision of this Section, if the Contractor is hiring for positions requiring licensure, including positions such as interns and apprentices for such licensed positions (e.g. prospective attorneys), the Contractor may ask applicants the same questions asked by the licensing body, in accordance with New York State law. In addition, if the Contractor is hiring for positions where certain convictions or violations are a bar to employment in that position under Law, the Contractor may ask questions about those convictions or violations.

6. Where practicable, the Contractor shall provide for the review by a supervisor of a decision not to hire based on prior criminal convictions.

C. Drug-free workplace.

1. Contractor shall conspicuously post at any facility at which activities funded in whole or in part through this Agreement occur, a statement notifying all staff that the manufacture, distribution, dispensing, unauthorized possession, and unauthorized use of controlled substances are prohibited and specifying the actions that will be taken against employees for violation of such prohibition (the "Drug-Free Workplace Policy"). Contractor shall provide a copy of the Drug-Free Workplace Policy to each staff member as part of his or her initial employment orientation with Contractor, and shall inform such staff member that compliance with the terms of the Drug-Free Workplace Policy is a mandatory condition of employment or retention of employment. Contractor shall provide the Department with a written certification that its Facility complies with the Drug-Free Workplace Policy prior to commencement of services funded through this Agreement.

2. Contractor shall provide an on-going drug-free awareness program to inform all staff about the dangers of drug abuse in the workplace; the Contractor's enforcement of its Drug-Free Workplace Policy; the availability of drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon staff and clients or participants for violating the Drug-Free Workplace Policy.

3. Contractor shall require staff members to notify Contractor in writing of his/her arrest or conviction for violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such arrest or conviction. Contractor shall thereafter notify the Department within ten

(10) calendar days of Contractor's receipt of the above-described notice of conviction from a staff member or of the date Contractor otherwise received actual notice of such conviction.

4. Contractor shall take one of the following actions within thirty (30) calendar days of receiving notice of such a conviction with respect to any staff member so convicted: (a) appropriate personnel action, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) requiring such convicted staff member both to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State, or local health, law enforcement, or other appropriate agency, and to make a good faith effort to continue to abide by the Drug-Free Workplace Policy.

ARTICLE VII — PROGRAM FACILITY

Section 7.01 Suitability. Contractor shall maintain all facilities used for the provision of services funded in whole or in part through this Agreement, whether owned, leased, or used pursuant to an in-kind agreement or arrangement, whether permanent or temporary, in a condition suitable to provide services pursuant to this Agreement.

Section 7.02 Signage. Upon request by the Department, and consistent with applicable Laws and applicable lease and license requirements, Contractor will prominently display signs inside and outside the facility(ies) used for the program indicating such information as the program name, its sponsorship by the Department, the program activity and the days and hours of operation. In addition, Contractor shall prominently display inside the facility(ies) all signs, provided by the Department, if any, advising of any of the Contractor's obligations with regard to Equal Employment Opportunity laws.

Section 7.03 Security and emergency plan.

A. Prior to the commencement of services under this Agreement, Contractor shall adopt, implement, and instruct staff regarding a written plan to provide for the safety and security of clients, participants, staff, and the Contractor's facility, including procedures to follow during emergencies. Contractor shall maintain a current file of emergency contacts for each client and participant, which shall include the names, addresses, telephone numbers, and locations where such contacts can be reached. A security plan applying to all of Contractor's operations rather than specifically to the City-funded operations shall be sufficient to comply with the terms of this requirement. The Contractor shall cooperate with the City during any emergency affecting the Contractor's services and/or facilities.

B. In the event that a State of Emergency (SOE) is declared by the Mayor of the City, the City may suspend Contractor's normal operations until further notice. No damages shall be assessed for suspension of normal services during this time. All other terms and conditions of this Agreement shall remain in effect, except as modified by a contract amendment registered pursuant to Charter §328 or other appropriate contract action. The Contractor may, at the request of and in a manner determined by the Department, assist the Department in carrying out emergency procedures during a State of Emergency. Emergency procedures shall remain in effect until the Mayor has determined that the SOE has expired. In consideration thereof, the City agrees to indemnify the Contractor against all claims by third parties arising out of the actions of its employees during the SOE that are directed by the City and not otherwise

required to be performed under this Agreement, except for those arising out of the employees' gross negligence or intentional misconduct.

ARTICLE VIII — CENTRAL INSURANCE PROGRAM

Section 8.01 Availability. If offered to Contractor by the Department, participation in the City-sponsored Central Insurance Program (CIP) plan shall satisfy Contractor's responsibility to obtain any of the types of insurance provided under such CIP plan. The Department may facilitate the provision of this insurance plan as a convenience for Contractor and for the protection of the City. Provision of these plans through the Department is in no way an admission by the Department or the City of liability for acts, omissions or negligence of Contractor or its employees.

Section 8.02 Cancellation. The Department reserves the right to cancel or modify any CIP plan offered to Contractor as it deems advisable, and at such time as it deems advisable, in its sole discretion. In such event, or in the event of cancellation by the insurers, the Department will promptly notify Contractor. Contractor must maintain all required insurance at all times during the term of this Agreement either through participation in the CIP plan or through insurance obtained separately by the Contractor.

Section 8.03 Notification concerning occurrence of incidents. If Contractor is enrolled in the CIP plan, upon the occurrence of any injury to any client/participant, employee, volunteer, officer, visitor, or any other person, in conjunction with the services funded in whole or in part through this Agreement, and/or of any damage to the facility or any damage to or theft of equipment purchased with funds paid under this Agreement, Contractor shall provide telephone notice to the Department within twenty-four (24) hours of the incident, followed by a written report on the approved Incident Report Form to be delivered to the Department within three (3) business days.

ARTICLE IX — REPRESENTATIONS AND COVENANTS OF CONTRACTOR

Section 9.01 Eligibility. Contractor represents and warrants that it has complied and continues to comply with the eligibility requirements set out in the solicitation document (e.g., the request for proposals) under which it proposed for and was awarded this Agreement. Any material change in the eligibility compliance information supplied in Contractor's contract proposal must be reported to the Department within a reasonable time thereof. Failure to do so will be deemed a material breach of this Agreement and could result in termination of this Agreement.

Section 9.02 Program services.

A. Except where expressly set forth in the Scope of Work and approved by the Department, Contractor represents and warrants that eligibility for admission to the services funded through this Agreement shall not be restricted on the basis of race, color, creed, national origin, alienage or citizenship status, gender, gender identity, sexual orientation, disability, marital status, arrest or conviction record, status as a victim of domestic violence, lawful occupation, and family status.

B. Contractor further represents and warrants that no clients or participants shall be charged a fee or required to make any other payment or purchase or participate in any activity designed to raise funds as a condition of eligibility for or participation in the services funded through this Agreement, except as required by law or unless a waiver of this provision is approved in writing by the Department. Waivers may be considered under the following conditions: (i) Contractor's total costs for the Services set forth in the Scope of Work exceed the total value of the Agreement; (ii) Contractor's fees for Services and/or the arrangements made to include those participants unable to pay such fees are deemed reasonable and appropriate by the Department; and (iii) the fees are set at a level that does not discourage or impede participation by members of the community to be served by the services.

Section 9.03 Allegations of abuse or maltreatment. Contractor will notify the Department within twenty-four (24) hours of promptly determining that reasonable cause exists to suspect that any of Contractor's administrators or staff, including both paid and volunteer, has abused, maltreated, neglected, assaulted or endangered the welfare of any program participant. In addition, if such reasonable cause is found, the Contractor shall take appropriate action to remove the person from the proximity of program participants while the matter is being investigated by the Contractor. The term abuse shall mean the infliction of physical injury by other than accidental means which causes or creates a substantial risk of death, or serious or protracted disfigurement, or protracted impairment of physical or emotional health or protracted loss or impairment of the function of any bodily organ. The term maltreatment shall mean (i) treatment that results in serious physical injury other than by accidental means, or (ii) neglect or failure to exercise a minimum degree of care that impairs, or places in imminent danger of being impaired, the physical, mental or emotional condition of a program participant. Contractor shall provide telephone notice to the Department within 24 hours of determining that reasonable cause exists, followed by a written report, to be delivered to the Department within three (3) business days. Compliance with this reporting requirement does not satisfy any other legally mandated reporting of abuse, such as to the New York State Central Registry (SCR).

ARTICLE X — MISCELLANEOUS

Section 10.01 Headings. The article and paragraph headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be deemed to define, limit, describe, explain, modify or add to the interpretation or meaning of any provision of this Agreement or the scope or intent thereof, nor in any way affect this Agreement.

Section 10.02 Order of priority. 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:

- Standard Human Services Agreement (this document);
- Appendix A (General Provisions Governing Contracts for Consultants, Professional, Technical and Human Client Services);
- Appendix B (Scope of Work);
- Appendix C (Budget); and
- Fiscal Manual
- Appendix D (Proposal).

ARTICLE XI— SUPPORTIVE SERVICES AND TECHNICAL ASSISTANCE

Section 11.01 Availability of supportive services and technical assistance. At its sole discretion, the City may provide, either directly or through its designee, technical assistance to Contractor in such areas as: (1) program planning, development, coordination and dissemination of information; (2) preparation of reports and materials required by the City and/or other governmental entities with jurisdiction over Contractor's activities relating to the operation of services funded through this Agreement; (3) compliance with applicable Laws, guidelines and administrative memoranda; and/or (4) issues or matters affecting Contractor's performance under this Agreement.

Section 11.02 Training. At its sole discretion, the City may provide, either directly or through its designee, training/technical assistance to Contractor's employees and Board members, relating to the management and operation of the program funded through this Agreement. If training and/or technical assistance is made available, Contractor must commit appropriate employees and board members to attend/participate at training sessions, as instructed by the City or its designee. Failure to do so may negatively affect Contractor's performance rating, which could in turn lead to termination of this Agreement.

Section 11.03 Capacity Building and Oversight (CBO) Review for not-for-profit Contractors. If requested by the Department, the Contractor must complete the Mayor's Office of Contract Services (MOCS) Capacity Building and Oversight (CBO) Review process. As part of that process, the Contractor must submit specified documents to the CBO unit of MOCS, which then conducts an evaluation of the Contractor and its operations for compliance with the terms of its contracts, its own by-laws, internal fiscal controls, applicable laws and regulations, and best practices in not-for-profit organization administration. The specified documents may include, but are not limited to, the Contractor's Internal Revenue Service ("IRS") determination of tax exemption, the most recent IRS Form 990 filing; the most recent audited financial statement (including the auditor's letter to the management), the functional budget for the current fiscal year in the format approved by the Board of Directors, an organizational chart identifying key staff by title, a copy of the most recently-approved Board Minutes, the by-laws of the corporation, a roster of the membership of the Board of Directors and a list of Board committees, the Contractor's current policies and procedures as adopted, and any other organizational documents, whether or not they are specifically required to be maintained pursuant to this contract or applicable laws and regulations. In the course of the CBO review process, MOCS may make recommendations to the Contractor, request the Contractor to take certain remedial actions and/or to implement certain policy changes. Any such recommendations, and the Contractor's responses thereto, will be provided to the Department for its consideration and any appropriate actions under this contract.

Section 11.04 Disclaimer. The technical assistance and training that the Department, in its sole discretion, may provide to Contractor shall not be construed to be a condition precedent to Contractor's obligation to provide the services funded through this Agreement in accordance with the Scope of Work and Proposal.

ARTICLE XII – APPENDIX A

Section 12.01 Appendix A. The attached Appendix A, “General Provisions Governing Contracts for Consultants, Professional, Technical, Human and Client Services” is incorporated and made a part of this Agreement.

CORPORATION COUNSEL CONTRACT APPROVAL

Agency HRA

E-PIN 09613N0004001

Contractor PUBLIC FINANCIAL MANAGEMENT INC

Approved as to form

Certified as to legal authority

Electronically Signed By HOWARD FRIEDMAN

Date 06/19/2013 10:54

Acting Corporation Counsel

ACKNOWLEDGEMENT BY CITY

STATE OF NEW YORK)

:ss:

COUNTY OF NEW YORK)

On this 3rd day of July 20 13, before me personally came Vincent Pullo, to me known and known to me to be ACCO

of the NEW YORK CITY DEPARTMENT OF SOCIAL SERVICES, HUMAN RESOURCES ADMINISTRATION, the person described in and who is duly authorized to execute the foregoing instrument on behalf of the Commissioner, and he/she acknowledged to me that he/she executed the same for the purpose therein mentioned.

Bonnie R. Briggman-Robinson
Notary Public or Commissioner of Deeds.

BONNIE R. BRIGGMAN-ROBINSON
Commissioner of Deeds
City of New York No. 4-4617
Commission Expires July 01, 2015

ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

State of PENNSYLVANIA County of PHILADELPHIA ss:

On this 26th day of June 20 13 before me personally came Kevin Boyle, to me known, who, being by me duly sworn did depose and say that he/she resides at Two Logan Square, Suite 1600, Philadelphia, PA 19103; that he/she is the Managing Director of the corporation described in and which executed the foregoing instrument; and that he signed his name to the foregoing instrument by order of the directors of said corporation as the duly authorized and binding act thereof.

Shelley Curry
Notary Public or Commissioner of Deeds.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SHELLEY CURRY, Notary Public
City of Philadelphia, Phila. County
My Commission Expires February 9, 2016

ACKNOWLEDGMENT OF CONTRACTOR IF A PARTNERSHIP

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is _____ partner of _____, a limited/general partnership existing under the laws of the State of _____, the partnership described in and which executed the foregoing instrument; and that he/she signed his/her name to the foregoing instrument as the duly authorized and binding act of said partnership.

Notary Public or Commissioner of Deeds.

ACKNOWLEDGMENT OF CONTRACTOR IF AN INDIVIDUAL

State of _____ County of _____ ss:

On this _____ day of _____ 20 _____ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____, and that he/she is the individual whose name is subscribed to the within instrument and acknowledged to me that by his/her signature on the instrument, said individual executed the instrument.

Notary Public or Commissioner of Deeds.

Public Assistance Hiring Commitment Rider for HRA, DHS, and ACS

A. Except as otherwise provided by subsection G below, Contractor agrees as a condition of this Agreement, to hire at least one Public Assistance Recipient ("PA Recipient") for each \$250,000 in value of this Agreement, or to the extent that the Contractor enters into other contracts with the Department of the City, for each \$250,000 of the cumulative value of contracts of the Contractor during the term of this Agreement.

B. Such hiring shall be for full-time employment of at least a minimum of thirty-five (35) hours per week. The rate of pay shall be at least 20% above the federal minimum wage, and the duration of the employment shall be for at least one (1) year. In the event that a replacement of a PA Recipient is made by the Contractor during the one (1) year, such replacement shall not count as an additional employee toward Contractor's hiring requirement set forth herein.

C. Within thirty (30) days of the commencement date of this Agreement ("commencement date") or fifteen (15) days following notice from the Department that a request for an exemption from the provisions of this Rider has been denied, Contractor shall submit, on forms specified by the Department, information and specifications for the position(s) available.

D. The Contractor may at its option request the assistance of the Department in identifying potential employees. In such case, the Department will refer PA Recipients to the Contractor for employment interviews.

E. Contractor shall hire the number of employees agreed upon pursuant to this Section within ninety (90) days of the commencement date or such longer period as may be specified, in writing, by the Department.

F. In the event Contractor fails to hire the required number of PA Recipients within the required time period, or fails to pay and retain such employees pursuant to the above requirements, Contractor shall pay to the Department or the Department may at its option, deduct from monies due or become due to Contractor, the amount of nineteen dollars and eighteen cents (\$19.18) per employee for each calendar day for which such PA Recipient(s) is/are not employed by Contractor as required by this Article. Such amount is hereby fixed and agreed as liquidated damages.

G. Contractor may apply to the Department for exemption from all or part of the requirements of this Article. Any application for an exemption must be made before the expiration of thirty (30) days after the commencement date of this contract, or any subsequent contract as discussed in subsection 1 herein, and shall be in the form specified by the Department. Exemption may be granted upon a showing that the operation of this Section will constitute an extreme hardship, within the sole discretion of the Department; or to any Contractor not employing twenty (20) or more employees at a place of business within the City of New York.

LANGUAGE ASSISTANCE RIDER FOR HRA

Language Assistance Services. The Contractor shall provide free language assistance services to limited English proficient individuals.

A. Service Delivery. When a limited English proficient individual seeks or receives benefits or services from a Department Contractor, the Contractor shall provide promptly language assistance services in all interactions with that individual, whether the interaction is by telephone or in person. The Contractor shall meet its obligation to provide prompt language assistance services by ensuring that limited English proficient individuals do not have to wait unreasonably longer to receive assistance than individuals who do not require language assistance services.

B. Translation. Where an application or form requires completion in English by a limited English proficient individual for submission to a state or federal authority, the Contractor shall provide oral translation of such application or form as well as certification by the limited English proficient individual that the form was translated and completed by an interpreter. The Contractor shall make all reasonable efforts to provide language assistance services in person by bilingual personnel. The Contractor shall screen bilingual personnel and interpreter personnel for their ability to provide language assistance services. The Contractor shall translate all documents into every covered language, as indicated in subsection 2, below. The Contractor shall provide annual training for bilingual personnel and interpreter personnel and ensure that they are providing appropriate language assistance services.

1. Notices. Upon initial contact, whether by telephone or in person, with an individual seeking benefits and/or services offered by the Contractor, the Contractor shall determine the primary language of such individual. If it is determined that such individual's primary language is not English, the Contractor shall inform the individual in his/her primary language of the right to free language assistance services. The Contractor shall post conspicuous signs in every covered language at all of its offices informing limited English proficient individuals of the availability of free language assistance services. The Contractor shall provide in all application and recertification packages a notice advising participants that free language assistance services are available at its offices and where to go if they would like an interpreter. This notice shall appear in all covered languages.

2. Covered Languages. "Covered Languages" shall mean Arabic, Chinese, Haitian Creole, Korean, Russian or Spanish. Nothing in this section shall preclude a Contractor from providing language assistance services beyond those required in this section.

**CONTINUITY OF OPERATIONS PLAN RIDER: TO BE USED FOR THOSE PROGRAMS
WHERE CONTINUATION OF SERVICES IN THE IMMEDIATE AFTERMATH OF AN
EMERGENCY IS ESSENTIAL FOR PUBLIC HEALTH OR SAFETY**

Prior to the commencement of services under this Agreement, Contractor shall submit for the Department's review and approval a written Continuity of Operations Plan (COOP) for its business which indicates its ability to continue the provision of essential services to the Department in the event that a State of Emergency is declared by the Mayor. The vendor should seek guidance from the Department on how to develop a COOP plan. A COOP plan includes, but is not limited to: the identification of an alternate site of business; appointment of alternate personnel for identified essential staff; development of protocols for the safekeeping of vital business records; and, a transportation contingency plan for its employees.

**IRAN DIVESTMENT ACT COMPLIANCE RIDER FOR
NEW YORK CITY CONTRACTORS**

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the City, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the State Finance Law and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section

165-a of the State Finance Law. In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The City of New York may award a bid to a bidder who cannot make the certification on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran: or

(2) The City makes a determination that the goods or services are necessary for the City to perform its functions and that, absent such an exemption, the City would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**BIDDER'S CERTIFICATION OF COMPLIANCE WITH
IRAN DIVESTMENT ACT**

Pursuant to General Municipal Law §103-g, which generally prohibits the City from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

[Please Check One]

BIDDER'S CERTIFICATION

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

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: Philadelphia, ^{Pennsylvania}~~New York~~
June 26, 20 13



SIGNATURE

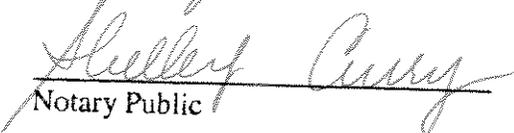
Steve Boyle

PRINTED NAME

Managing Director

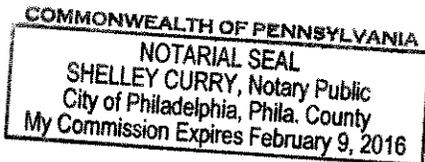
TITLE

Sworn to before me this
26th day of June, 2013



Notary Public

Dated:



WHISTLEBLOWER PROTECTION EXPANSION ACT RIDER

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.

APPENDIX A

APPENDIX A

GENERAL PROVISIONS GOVERNING CONTRACTS FOR
CONSULTANTS, PROFESSIONAL, TECHNICAL, HUMAN AND CLIENT SERVICES

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Agreement, be construed as follows, unless a different meaning is clear from the context:

A. "Agency Chief Contracting Officer" or "ACCO" shall mean the position delegated authority by the Agency Head to organize and supervise the procurement activity of subordinate Agency staff in conjunction with the City Chief Procurement Officer.

B. "Agreement" shall mean the various documents, including this Appendix A, that constitute the contract between the Contractor and the City.

C. "City" shall mean The City of New York.

D. "City Chief Procurement Officer" or "CCPO" shall mean the position delegated authority by the Mayor to coordinate and oversee the procurement activity of Mayoral agency staff, including the ACCOs.

E. "Commissioner" or "Agency Head" shall mean the head of the Department or his or her duly authorized representative. The term "duly authorized representative" shall include any person or persons acting within the limits of his or her authority.

F. "Comptroller" shall mean the Comptroller of the City of New York.

G. "Contractor" shall mean the entity entering into this Agreement with the Department.

H. "Days" shall mean calendar days unless otherwise specifically noted to mean business days.

I. "Department" or "Agency" shall mean the City agency that has entered into this Agreement.

J. "Law" or "Laws" shall mean the New York City Charter ("Charter"), the New York City Administrative Code ("Admin. Code"), a local rule of the City of New York, the Constitutions of the United States and the State of New York, a statute of the United States or of the State of New York and any ordinance, rule or regulation having the force of law and adopted pursuant thereto, as amended, and common law.

K. "Procurement Policy Board" or "PPB" shall mean the board established pursuant to Charter § 311 whose function is to establish comprehensive and consistent procurement policies and rules which have broad application throughout the City.

L. "PPB Rules" shall mean the rules of the Procurement Policy Board as set forth in Title 9 of the Rules of the City of New York ("RCNY"), § 1-01 et seq.

M. "State" shall mean the State of New York.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.01 Procurement of Agreement

A. The Contractor represents and warrants that no person or entity (other than an officer, partner, or employee working solely for the Contractor) has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other direct or indirect compensation. Notwithstanding the preceding sentence, the Contractor may retain consultants to draft proposals, negotiate contracts, and perform other similar services. The Contractor further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. The Contractor makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution of this Agreement.

B. For any breach or violation of the representations and warranties set forth in Paragraph A above, the Commissioner shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid to the Contractor; and the Contractor shall not make claim for, or be entitled to recover, any sum or sums due under this Agreement. The rights and remedies of the City provided in this Section are not exclusive and are in addition to all other rights and remedies allowed by Law or under this Agreement.

Section 2.02 Conflicts of Interest

A. The Contractor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which conflicts in any manner or degree with the performance of this Agreement. The Contractor further represents and warrants that no person having such interest or possible interest shall be employed by or connected with the Contractor in the performance of this Agreement.

B. Consistent with Charter § 2604 and other related provisions of the Charter, the Admin. Code and the New York State Penal Law, no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects his or her personal

Appendix A August 2011 Final

interest or the interest of any corporation, partnership or other entity in which he or she is, directly or indirectly, interested; nor shall any such official, officer, employee, or person have any interest in, or in the proceeds of, this Agreement. This Paragraph B shall not prevent directors, officers, members, partners, or employees of the Contractor from participating in decisions relating to this Agreement where their sole personal interest is in the Contractor.

C. The Contractor shall not employ a person or permit a person to serve as a member of the Board of Directors or as an officer of the Contractor if such employment or service would violate Chapter 68 of the Charter.

[PARAGRAPHS D-H ARE APPLICABLE ONLY TO HUMAN OR CLIENT SERVICE CONTRACTS.]

D. Except as provided in Paragraph E below, the Contractor's employees and members of their immediate families, as defined in Paragraph F below, may not serve on the Board of Directors of the Contractor ("Board"), or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement.

E. If the Board has more than five (5) members, then Contractor's employees and members of their immediate families may serve on the Board, or any committee with authority to order personnel actions affecting his or her job, or which, either by rule or by practice, regularly nominates, recommends or screens candidates for employment in the program to be operated pursuant to this Agreement, provided that (i) Contractor's employees and members of their immediate families are prohibited from voting on any such personnel matters, including but not limited to any matters directly affecting their own salary or other compensation, and shall fully disclose all conflicts and potential conflicts to the Board, and (ii) Contractor's employees and members of their immediate families may not serve in the capacity either of Chairperson or Treasurer of the Board (or equivalent titles), nor constitute more than one-third of either the Board or any such committee.

F. Without the prior written consent of the Commissioner, no person may hold a job or position with the Contractor over which a member of his or her immediate family exercises any supervisory, managerial or other authority whatsoever whether such authority is reflected in a job title or otherwise, unless such job or position is wholly voluntary and unpaid. A member of an immediate family includes: husband, wife, domestic partner, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, aunt, uncle, first cousin, and separated spouse. Where a member of an immediate family has that status because of that person's relationship to a spouse (e.g., father-in-law), that status shall also apply to a relative of a domestic partner. For purposes of this Section, a member of the Board is deemed to exercise authority over all employees of the Contractor.

G. If the Contractor has contracts with the City that in the aggregate during any twelve-month period have a value of more than One Million Dollars (\$1,000,000) and such amount constitutes more than fifty percent (50%) of the Contractor's total revenues, then the Contractor must have a minimum of five (5) persons on its Board.

H. Paragraphs D-H of this Section 2.02 apply only if Contractor is a not-for-profit corporation.

Section 2.03 Fair Practices

A. The Contractor and each person signing on its behalf certifies, under penalties of perjury, that to the best of its, his or her knowledge and belief:

1. The prices and other material terms set forth in this Agreement have been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or proposer or with any competitor as to any matter relating to such prices or terms for the purpose of restricting competition;

2. Unless otherwise required by Law or where a schedule of rates or prices is uniformly established by a government agency through regulation, policy or directive, the prices and other material terms set forth in this Agreement which have been quoted in this Agreement and on the bid or proposal submitted by the Contractor have not been knowingly disclosed by the Contractor, directly or indirectly, to any other bidder or proposer or to any competitor prior to the bid or proposal opening; and

3. No attempt has been made or will be made by the Contractor to induce any other person or entity to submit or not to submit a bid or proposal for the purpose of restricting competition.

B. The fact that the Contractor (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices and/or terms being bid or proposed, does not constitute, without more, a disclosure within the meaning of this Section.

Section 2.04 VENDEX

The Contractor represents and warrants that it and its principals have duly executed and filed all required VENDEX Questionnaires and, if applicable, Certificates of No Change, pursuant to PPB Rule § 2-08 and in accordance with the policies and procedures of the Mayor's Office of Contract Services. The Contractor understands that the Department's reliance upon the completeness and veracity of the information stated therein is a material condition to the execution of this Agreement, and represents and warrants that the information it and its principals have provided is accurate and complete.

Section 2.05 Political Activity

The Contractor's provision of services under this Agreement shall not include any partisan political activity or any activity to further the election or defeat of any candidate for

public, political, or party office, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.06 Religious Activity

There shall be no religious worship, instruction or proselytizing as part of or in connection with the Contractor's provision of services under this Agreement, nor shall any of the funds provided under this Agreement be used for such purposes.

Section 2.07 Unlawful Discriminatory Practices: Admin. Code § 6-123

As required by Admin. Code § 6-123, the Contractor will not engage in any unlawful discriminatory practice as defined in and pursuant to the terms of Title 8 of the City Administrative Code. The Contractor shall include a provision in any agreement with a first-level subcontractor performing services under this Agreement for an amount in excess of Fifty Thousand Dollars (\$50,000) that such subcontractor shall not engage in any such unlawful discriminatory practice.

Section 2.08 Bankruptcy and Reorganization

In the event that the Contractor files for bankruptcy or reorganization under Chapter Seven or Chapter Eleven of the United States Bankruptcy Code, the Contractor shall disclose such action to the Department within seven (7) days of filing.

ARTICLE 3 - ASSIGNMENT AND SUBCONTRACTING

Section 3.01 Assignment

A. The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, or the right to execute it, or the right, title or interest in or to it or any part of it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, without the prior written consent of the Commissioner. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment, transfer, conveyance or other disposition without such written consent shall be void.

B. Before entering into any such assignment, transfer, conveyance or other disposal of this Agreement, the Contractor shall submit a written request for approval to the Department giving the name and address of the proposed assignee. The proposed assignee's VENDEX questionnaire must be submitted within thirty (30) Days after the ACCO has granted preliminary written approval of the proposed assignee, if required. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed assignee has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency

Appendix A August 2011 Final

shall make a final determination in writing approving or disapproving the assignee after receiving all requested information.

C. Failure to obtain the prior written consent to such an assignment, transfer, conveyance, or other disposition may result in the revocation and annulment of this Agreement, at the option of the Commissioner. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, its assignees, or transferees, who shall forfeit all monies earned under this Agreement, except so much as may be necessary to pay the Contractor's employees.

D. The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of its creditors made pursuant to the Laws of the State.

E. This Agreement may be assigned, in whole or in part, by the City to any corporation, agency, or instrumentality having authority to accept such assignment. The City shall provide the Contractor with written notice of any such assignment.

Section 3.02 Subcontracting

A. The Contractor shall not enter into any subcontract for an amount greater than Five Thousand Dollars (\$5,000) for the performance of its obligations, in whole or in part, under this Agreement without the prior approval by the Department of the subcontractor. The Department hereby grants approval for all subcontracts for an amount that does not exceed Five Thousand Dollars (\$5,000). The Contractor must submit monthly reports to the Department indicating all such subcontractors. All subcontracts must be in writing.

B. Prior to entering into any subcontract for an amount greater than Five Thousand Dollars (\$5,000), the Contractor shall submit a written request for the approval of the proposed subcontractor to the Department giving the name and address of the proposed subcontractor and the portion of the services that it is to perform and furnish. At the request of the Department, a copy of the proposed subcontract shall be submitted to the Department. The proposed subcontractor's VENDEX Questionnaire must be submitted, if required, within thirty (30) Days after the ACCO has granted preliminary approval of the proposed subcontractor. Upon the request of the Department, the Contractor shall provide any other information demonstrating that the proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the specified services in accordance with the terms and conditions of this Agreement. The Agency shall make a final determination in writing approving or disapproving the subcontractor after receiving all requested information. For proposed subcontracts that do not exceed Twenty-five Thousand Dollars (\$25,000), the Department's approval shall be deemed granted if the Department does not issue a written approval or disapproval within forty-five (45) Days of the Department's receipt of the written request for approval or, if applicable, within forty-five (45) Days of the Department's acknowledged receipt of fully completed VENDEX Questionnaires for the subcontractor.

C. All subcontracts shall contain provisions specifying that:

1. The work performed by the subcontractor must be in accordance with the terms of the agreement between the City and the Contractor;

2. Nothing contained in the agreement between the Contractor and the subcontractor shall impair the rights of the City;

3. Nothing contained in the agreement between the Contractor and the subcontractor, or under the agreement between the City and the Contractor, shall create any contractual relation between the subcontractor and the City; and

4. The subcontractor specifically agrees to be bound by Section 4.07 and Article 5 of this Appendix A and specifically agrees that the City may enforce such provisions directly against the subcontractor as if the City were a party to the subcontract.

D. The Contractor agrees that it is as fully responsible to the Department for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as it is for the acts and omissions of any person directly employed by it.

E. For determining the value of a subcontract, all subcontracts with the same subcontractor shall be aggregated.

F. The Department may revoke the approval of a subcontractor granted or deemed granted pursuant to Paragraphs (A) and (B) of this section if revocation is deemed to be in the interest of the City in writing on no less than ten (10) Days notice unless a shorter period is warranted by considerations of health, safety, integrity issues or other similar factors. Upon the effective date of such revocation, the Contractor shall cause the subcontractor to cease all work under the Agreement. The City shall not incur any further obligation for services performed by such subcontractor pursuant to this Agreement beyond the effective date of the revocation. The City shall pay for services provided by the subcontractor in accordance with this Agreement prior to the effective date of revocation.

G. The Department's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Agreement. At the request of the Department, the Contractor shall provide the Department a copy of any subcontract.

H. Individual employer-employee contracts are not subcontracts subject to the requirements of this Section.

ARTICLE 4 - LABOR PROVISIONS

Section 4.01 Independent Contractor Status

The Contractor and the Department agree that the Contractor is an independent contractor and not an employee of the Department or the City. Accordingly, neither the Contractor nor its employees or agents will hold themselves out as, or claim to be, officers or employees of the

City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit.

Section 4.02 Employees

All persons who are employed by the Contractor and all consultants or independent contractors who are retained by the Contractor to perform services under this Agreement are neither employees of the City nor under contract with the City. The Contractor, and not the City, is responsible for their work, direction, compensation, and personal conduct while engaged under this Agreement. Nothing in the Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities or obligations of the Contractor, or any officer, employee, or agent of the Contractor, or for taxes of any nature, or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, Disability Benefits coverage, Unemployment Insurance benefits, Social Security coverage or employee retirement membership or credit. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

Section 4.03 Removal of Individuals Performing Work

The Contractor shall not have anyone perform work under this Agreement who is not competent, faithful and skilled in the work for which he or she shall be employed. Whenever the Commissioner shall inform the Contractor, in writing, that any individual is, in his or her opinion, incompetent, unfaithful, or unskilled, such individual shall no longer perform work under this Agreement. Prior to making a determination to direct a Contractor that an individual shall no longer perform work under this Agreement, the Commissioner shall provide the Contractor an opportunity to be heard on no less than five (5) Days' written notice. The Commissioner may direct the Contractor not to allow the individual from performing work under the Agreement pending the opportunity to be heard and the Commissioner's determination.

Section 4.04 Minimum Wage

Except for those employees whose minimum wage is required to be fixed pursuant to Sections 220 or 230 of the New York State Labor Law or by City Administrative Code § 6-109, all persons employed by the Contractor in the performance of this Agreement shall be paid, without subsequent deduction or rebate, unless expressly authorized by Law, not less than the minimum wage as prescribed by Law. Any breach of this Section shall be deemed a material breach of this Agreement.

Section 4.05 Non-Discrimination: New York State Labor Law § 220-e

A. If this Agreement is for the construction, alteration or repair of any public building or public work or for the manufacture, sale, or distribution of materials, equipment, or supplies, the Contractor agrees, as required by New York State Labor Law § 220-e, that:

1. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, disability, sex or national origin;

3. There may be deducted from the amount payable to the Contractor by the City under this Agreement a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

4. This Agreement may be terminated by the City, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this Section.

B. The provisions of this Section shall be limited to operations performed within the territorial limits of the State of New York.

Section 4.06 Non-Discrimination: Admin. Code § 6-108

If this Agreement is for the construction, alteration or repair of buildings or the construction or repair of streets or highways, or for the manufacture, sale, or distribution of materials, equipment or supplies, the Contractor agrees, as required by New York City Administrative Code § 6-108, that:

A. It shall be unlawful for any person engaged in the construction, alteration or repair of buildings or engaged in the construction or repair of streets or highways pursuant to a contract with the City or engaged in the manufacture, sale or distribution of materials, equipment or supplies pursuant to a contract with the City to refuse to employ or to refuse to continue in any employment any person on account of the race, color or creed of such person.

B. It shall be unlawful for any person or any servant, agent or employee of any person, described in Paragraph A above, to ask, indicate or transmit, orally or in writing, directly

Appendix A August 2011 Final

or indirectly, the race, color, creed or religious affiliation of any person employed or seeking employment from such person, firm or corporation.

C. Breach of the foregoing provisions shall be deemed a breach of a material provision of this Agreement.

D. Any person, or the employee, manager or owner of or officer of such firm or corporation who shall violate any of the provisions of this Section shall, upon conviction thereof, be punished by a fine of not more than One Hundred Dollars (\$100) or by imprisonment for not more than thirty (30) Days, or both.

Section 4.07 Non-Discrimination: E.O. 50 -- Equal Employment Opportunity

A. This Agreement is subject to the requirements of City Executive Order No. 50 (1980) ("E.O. 50"), as revised, and the rules set forth at 66 RCNY § 10-01 et seq. No agreement will be awarded unless and until these requirements have been complied with in their entirety. The Contractor agrees that it:

1. Will not discriminate unlawfully against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment;

2. Will not discriminate unlawfully in the selection of subcontractors on the basis of the owners', partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, sexual orientation, or citizenship status;

3. Will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without unlawful discrimination based on race, color, creed, national origin, sex, age, disability, marital status, sexual orientation or citizenship status, and that it is an equal employment opportunity employer;

4. Will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or memorandum of understanding, written notification of its equal employment opportunity commitments under E.O. 50 and the rules and regulations promulgated thereunder;

5. Will furnish before this Agreement is awarded all information and reports including an Employment Report which are required by E.O. 50, the rules and regulations promulgated thereunder, and orders of the City Department of Small Business Services, Division of Labor Services ("DLS"); and

Appendix A August 2011 Final

6. Will permit DLS to have access to all relevant books, records, and accounts for the purposes of investigation to ascertain compliance with such rules, regulations, and orders.

B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, such noncompliance shall constitute a material breach of this Agreement and noncompliance with E.O. 50 and the rules and regulations promulgated thereunder. After a hearing held pursuant to the rules of DLS, the Director of DLS may direct the Commissioner to impose any or all of the following sanctions:

1. Disapproval of the Contractor; and/or
2. Suspension or termination of the Agreement; and/or
3. Declaring the Contractor in default; and/or
4. In lieu of any of the foregoing sanctions, imposition of an employment program.

C. Failure to comply with E.O. 50 and the rules and regulations promulgated thereunder in one or more instances may result in the Department declaring the Contractor to be non-responsible.

D. The Contractor agrees to include the provisions of the foregoing Paragraphs in every subcontract or purchase order in excess of One Hundred Thousand Dollars (\$100,000) to which it becomes a party unless exempted by E.O. 50 and the rules and regulations promulgated thereunder, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Director of DLS as a means of enforcing such provisions including sanctions for noncompliance. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor or vendor for purposes of this Paragraph.

E. The Contractor further agrees that it will refrain from entering into any subcontract or modification thereof subject to E.O. 50 and the rules and regulations promulgated thereunder with a subcontractor who is not in compliance with the requirements of E.O. 50 and the rules and regulations promulgated thereunder. A supplier of unfinished products to the Contractor needed to produce the item contracted for shall not be considered a subcontractor for purposes of this Paragraph.

F. Nothing contained in this Section shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, that is operated, supervised or controlled by or in connection with a religious organization, from lawfully limiting employment or lawfully giving preference to persons of the same religion or denomination or from lawfully making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained.

**ARTICLE 5 - RECORDS,
AUDITS, REPORTS, AND INVESTIGATIONS**

Section 5.01 Books and Records

The Contractor agrees to maintain separate and accurate books, records, documents and other evidence, and to utilize appropriate accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Section 5.02 Retention of Records

The Contractor agrees to retain all books, records, and other documents relevant to this Agreement, including those required pursuant to Section 5.01, for six years after the final payment or expiration or termination of this Agreement, or for a period otherwise prescribed by Law, whichever is later. In addition, if any litigation, claim, or audit concerning this Agreement has commenced before the expiration of the six-year period, the records must be retained until the completion of such litigation, claim, or audit. Any books, records and other documents that are created in an electronic format in the regular course of business may be retained in an electronic format. Any books, records, and other documents that are created in the regular course of business as a paper copy may be retained in an electronic format provided that the records satisfy the requirements of New York Civil Practice Law and Rules ("CPLR") 4539(b), including the requirement that the reproduction is created in a manner "which does not permit additions, deletions, or changes without leaving a record of such additions, deletions, or changes." Furthermore, the Contractor agrees to waive any objection to the admissibility of any such books, records or other documents on the grounds that such documents do not satisfy CPLR 4539(b).

Section 5.03 Inspection

A. At any time during the Agreement or during the record retention period set forth in section 5.02, the City, including the Department and the Department's Office of the Inspector General, as well as City, State and federal auditors and any other persons duly authorized by the City shall, upon reasonable notice, have full access to and the right to examine and copy all books, records, and other documents maintained or retained by or on behalf of the Contractor pursuant to this Article. Notwithstanding any provision herein regarding notice of inspection, all books, records and other documents of the Contractor kept pursuant to this Agreement shall be subject to immediate inspection, review, and copying by the Department's Office of the Inspector General and/or the Comptroller without prior notice and at no additional cost to the City. The Contractor shall make such books, records and other documents available for inspection in the City of New York or shall reimburse the City for expenses associated with the out-of-City inspection.

B. The Department shall have the right to have representatives of the Department or of the City, State or federal government present to observe the services being performed.

Appendix A August 2011 Final

C. The Contractor shall not be entitled to final payment until the Contractor has complied with any request for inspection or access given under this Section.

Section 5.04 Audit

A. This Agreement and all books, records, documents, and other evidence required to be maintained or retained pursuant to this Agreement, including all vouchers or invoices presented for payment and the books, records, and other documents upon which such vouchers or invoices are based (e.g., reports, cancelled checks, accounts, and all other similar material), are subject to audit by (i) the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, (ii) the State, (iii) the federal government, and (iv) other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, the State, the federal government, private sources or otherwise.

B. Audits by the City, including the Comptroller, the Department, and the Department's Office of the Inspector General, are performed pursuant to the powers and responsibilities conferred by the Charter and the Admin. Code, as well as all orders, rules, and regulations promulgated pursuant to the Charter and Admin. Code.

C. The Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the Department and by the Comptroller in the exercise of his/her powers under Law.

D. The Contractor shall not be entitled to final payment until the Contractor has complied with the requirements of this Section.

Section 5.05 No Removal of Records from Premises

Where performance of this Agreement involves use by the Contractor of any City books, records, documents, or data (in hard copy, or electronic or other format now known or developed in the future) at City facilities or offices, the Contractor shall not remove any such data (in the format in which it originally existed, or in any other converted or derived format) from such facility or office without the prior written approval of the Department's designated official. Upon the request by the Department at any time during the Agreement or after the Agreement has expired or terminated, the Contractor shall return to the Department any City books, records, documents, or data that has been removed from City premises.

Section 5.06 Electronic Records

As used in this Appendix A, the terms books, records, documents, and other data refer to electronic versions as well as hard copy versions.

Section 5.07 Investigations Clause

A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State or City agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.

B. 1. If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, or State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the Laws of the State, or;

2. If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then;

C. 1. The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) Days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

2. If any non-governmental party to the hearing requests an adjournment, the Commissioner or Agency Head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Paragraph E below without the City incurring any penalty or damages for delay or otherwise.

D. The penalties that may attach after a final determination by the Commissioner or Agency Head may include but shall not exceed:

1. The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

Appendix A August 2011 Final

2. The cancellation or termination of any and all such existing City contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

E. The Commissioner or Agency Head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Paragraphs (1) and (2) below. He or she may also consider, if relevant and appropriate, the criteria established in Paragraphs (3) and (4) below, in addition to any other information that may be relevant and appropriate:

1. The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

2. The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

3. The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

4. The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Paragraph D above, provided that the party or entity has given actual notice to the Commissioner or Agency Head upon the acquisition of the interest, or at the hearing called for in Paragraph (C)(1) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. Definitions

1. The term "license" or "permit" as used in this Section shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

2. The term "person" as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

3. The term "entity" as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, or otherwise transacts business with the City.

4. The term "member" as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal, or employee.

G. In addition to and notwithstanding any other provision of this Agreement, the Commissioner or Agency Head may in his or her sole discretion terminate this Agreement upon not less than three (3) Days written notice in the event the Contractor fails to promptly report in writing to the City Commissioner of Investigation any solicitation of money, goods, requests for future employment or other benefits or thing of value, by or on behalf of any employee of the City or other person or entity for any purpose that may be related to the procurement or obtaining of this Agreement by the Contractor, or affecting the performance of this Agreement.

Section 5.08 Confidentiality

A. The Contractor agrees to hold confidential, both during and after the completion or termination of this Agreement, all of the reports, information, or data, furnished to, or prepared, assembled or used by, the Contractor under this Agreement. The Contractor agrees that such reports, information, or data shall not be made available to any person or entity without the prior written approval of the Department. The Contractor agrees to maintain the confidentiality of such reports, information, or data by using a reasonable degree of care, and using at least the same degree of care that the Contractor uses to preserve the confidentiality of its own confidential information. In the event that the data contains social security numbers or other Personal Identifying Information, as such term is defined in Paragraph B of this Section, the Contractor shall utilize best practice methods (e.g., encryption of electronic records) to protect the confidentiality of such data. The obligation under this Section to hold reports, information or data confidential shall not apply where the City would be required to disclose such reports, information or data pursuant to the State Freedom of Information Law ("FOIL"), provided that the Contractor provides advance notice to the City, in writing or by e-mail, that it intends to disclose such reports, information or data and the City does not inform the contractor, in writing or by e-mail, that such reports, information, or data are not subject to disclosure under FOIL.

B. The Contractor shall provide notice to the Department within three (3) days of the discovery by the Contractor of any breach of security, as defined in Admin. Code § 10-501(b), of any data, encrypted or otherwise, in use by the Contractor that contains social security numbers or other personal identifying information as defined in Admin. Code § 10-501 ("Personal Identifying Information"), where such breach of security arises out of the acts or omissions of the Contractor or its employees, subcontractors, or agents. Upon the discovery of such security breach, the Contractor shall take reasonable steps to remediate the cause or causes of such breach, and shall provide notice to the Department of such steps. In the event of such breach of security, without limiting any other right of the City, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the

Appendix A August 2011 Final

costs of notifications and/or other actions mandated by any Law, or administrative or judicial order, to address the breach, and including any fines or disallowances imposed by the State or federal government as a result of the disclosure. The City shall also have the right to withhold further payments hereunder for the purpose of set-off in sufficient sums to cover the costs of credit monitoring services for the victims of such a breach of security by a national credit reporting agency, and/or any other commercially reasonable preventive measure. The Department shall provide the Contractor with written notice and an opportunity to comment on such measures prior to implementation. Alternatively, at the City's discretion, or if monies remaining to be earned or paid under this Agreement are insufficient to cover the costs detailed above, the Contractor shall pay directly for the costs, detailed above, if any.

C. The Contractor shall restrict access to confidential information to persons who have a legitimate work related purpose to access such information. The Contractor agrees that it will instruct its officers, employees, and agents to maintain the confidentiality of any and all information required to be kept confidential by this Agreement.

D. The Contractor, and its officers, employees, and agents shall notify the Department, at any time either during or after completion or termination of this Agreement, of any intended statement to the press or any intended issuing of any material for publication in any media of communication (print, news, television, radio, Internet, etc.) regarding the services provided or the data collected pursuant to this Agreement at least twenty-four (24) hours prior to any statement to the press or at least five (5) business Days prior to the submission of the material for publication, or such shorter periods as are reasonable under the circumstances. The Contractor may not issue any statement or submit any material for publication that includes confidential information as prohibited by this Section 5.08.

E. At the request of the Department, the Contractor shall return to the Department any and all confidential information in the possession of the Contractor or its subcontractors. If the Contractor or its subcontractors are legally required to retain any confidential information, the Contractor shall notify the Department in writing and set forth the confidential information that it intends to retain and the reasons why it is legally required to retain such information. The Contractor shall confer with the Department, in good faith, regarding any issues that arise from the Contractor retaining such confidential information. If the Department does not request such information, or the Law does not require otherwise, such information shall be maintained in accordance with the requirements set forth in Section 5.02.

F. A breach of this Section shall constitute a material breach of this Agreement for which the Department may terminate this Agreement pursuant to Article 10. The Department reserves any and all other rights and remedies in the event of unauthorized disclosure.

**ARTICLE 6 - COPYRIGHTS,
PATENTS, INVENTIONS, AND ANTITRUST**

Section 6.01 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 provided 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 exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the City, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials. The Copyrightable Materials shall be used by the Contractor for no purpose other than in the performance of this Agreement without the prior written 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 United States Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall fully cooperate in this effort, and agrees to provide any and all documentation necessary to accomplish this.

D. The Contractor represents and warrants that the Copyrightable Materials: (i) are wholly original material not published elsewhere (except for material that is in the public domain); (ii) do not violate any copyright Law; (iii) do not constitute defamation or invasion of the right of privacy or publicity; and (iv) are not an infringement, of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the City upon execution of this Agreement.

E. If the services under this Agreement are supported by a federal grant of funds, the federal and State government reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for federal or State government purposes, the copyright in any Copyrightable Materials developed 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.

Section 6.02 Patents and Inventions

The Contractor shall promptly and fully report to the Department any discovery or invention arising out of or developed in the course of performance of this Agreement. If the services under this Agreement are supported by a federal grant of funds, the Contractor shall promptly and fully report to the federal government for the federal government to make a determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

Section 6.03 Pre-existing Rights

In no case shall Sections 6.01 and 6.02 apply to, or prevent the Contractor from asserting or protecting its rights in any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

Section 6.04 Antitrust

The Contractor hereby assigns, sells, and transfers to the City all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State or of the United States relating to the particular goods or services procured by the City under this Agreement.

ARTICLE 7 - INSURANCE

Section 7.01 Agreement to Insure

The Contractor shall not commence performing services under this Agreement unless and until all insurance required by this Article is in effect, and shall ensure continuous insurance coverage in the manner, form, and limits required by this Article throughout the term of the Agreement.

Section 7.02 Commercial General Liability Insurance

A. The Contractor shall maintain Commercial General Liability Insurance covering the Contractor as Named Insured and the City as an Additional Insured in the amount of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall protect the City and the Contractor from claims for property damage and/or bodily injury, including death that may arise

Appendix A August 2011 Final

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, and shall be "occurrence" based rather than "claims-made."

B. 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 20 10.

Section 7.03 Professional Liability Insurance

A. At the Department's direction, if professional services are provided pursuant to this Agreement, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under this Agreement in the amount of at least One Million Dollars (\$1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under this Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.

B. All subcontractors of the Contractor providing professional services under this Agreement for which Professional Liability Insurance is reasonably commercially available shall also maintain such insurance in the amount of at least One Million Dollars (\$1,000,000) per claim, and the Contractor shall provide to the Department, at the time of the request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Department.

C. Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Section 7.04 Workers' Compensation, Disability Benefits, and Employer's Liability Insurance

The Contractor shall maintain, and ensure that each subcontractor maintains, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the Laws of the State on behalf of, or with regard to, all employees providing services under this Agreement.

Section 7.05 Unemployment Insurance

To the extent required by Law, the Contractor shall provide Unemployment Insurance for its employees.

Section 7.06 Business Automobile Liability Insurance

A. If vehicles are used in the provision of services under this Agreement, then the Contractor shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with this Agreement. Coverage shall be at least as broad as the most recently issued ISO Form CA0001.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Section 7.07 General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required 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.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

C. The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

D. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by the Commissioner. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

E. The City's limits of coverage for all types of insurance required under this Article shall be the greater of (i) the minimum limits set forth in this Article or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

Section 7.08 Proof of Insurance

A. For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Contractor shall file one of the following within ten (10) Days of award of this Agreement. ACORD forms are not acceptable proof of workers' compensation coverage.

- I. C-105.2 Certificate of Workers' Compensation Insurance;

Appendix A August 2011 Final

2. U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;
3. Request for WC/DB Exemption (Form CE-200);
4. Equivalent or successor forms used by the New York State Workers' Compensation Board; or
5. Other proof of insurance in a form acceptable to the City.

B. For each policy required under this Agreement, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Contractor shall file a Certificate of Insurance with the Department within ten (10) Days of award of this Agreement. All Certificates of Insurance shall be (a) in a form acceptable to the City and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) accompanied by the endorsement in the Contractor's general liability policy by which the City has been made an additional insured pursuant to Section 7.02(B). All Certificate(s) of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form attached to this Appendix A or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are acceptable, until such time as the complete policies have been issued, at which time such policies shall be submitted.

C. Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner prior to the expiration date of coverage of policies required under this Article. Such Certificates of Insurance shall comply with the requirements of Section 7.08 (A) and Section 7.08(B), as applicable.

D. The Contractor shall provide the City with a copy of any policy required under this Article upon the demand for such policy by the Commissioner or the New York City Law Department.

E. Acceptance by the Commissioner of a certificate or a policy does not excuse the Contractor from maintaining policies consistent with all provisions of this Article (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

F. In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated for any reason, the Contractor shall immediately forward a copy of such notice to both the Commissioner [insert Agency name and appropriate address], and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, New York 10007.

Section 7.09 Miscellaneous

A. Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a general liability policy maintained in accordance with this Article, the Contractor shall

provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Contractor may not have coverage under such policy (for example, where one of Contractor's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Contractor shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Contractor fails to comply with the requirements of this paragraph, the Contractor shall indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

B. The Contractor's failure to maintain any of the insurance required by this Article shall constitute a material breach of this Agreement. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

C. Insurance coverage in the minimum amounts required in this Article shall not relieve the Contractor or its subcontractors of any liability under this Agreement, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this Agreement or Law.

D. The Contractor waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required under this Article (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Contractor and/or its subcontractors in the performance of this Agreement.

E. In the event the Contractor requires any subcontractor to procure insurance with regard to any operations under this Agreement and requires such subcontractor to name the Contractor as an additional insured under such insurance, the Contractor shall ensure that such entity also name the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY AND INDEMNIFICATION

Section 8.01 Reasonable Precautions

The Contractor shall take all reasonable precautions to protect all persons and the property of the City and of others from damage, loss or injury resulting from the Contractor's and/or its subcontractors' operations under this Agreement.

Section 8.02 Protection of City Property

The Contractor assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement, where such loss or damage is caused by any tortious act, or failure to comply with the provisions of this Agreement or of Law by the Contractor, its officers, employees, agents or subcontractors.

Section 8.03 Indemnification

The Contractor shall defend, indemnify and hold the City, its officers and employees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of or in connection with any operations of the Contractor and/or its subcontractors to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with the provisions of this Agreement or of the Laws. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.04 Infringement Indemnification

The Contractor shall defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Contractor and/or its subcontractors in the performance of this Agreement. The Contractor shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Contractor, the City shall be partially indemnified by the Contractor to the fullest extent permitted by Law.

Section 8.05 Indemnification Obligations Not Limited By Insurance Obligation

The indemnification provisions set forth in this Article shall not be limited in any way by the Contractor's obligations to obtain and maintain insurance as provided in this Agreement.

Section 8.06 Actions By or Against Third Parties

A. In the event any claim is made or any action brought in any way relating to Agreement, other than an action between the City and the Contractor, the Contractor shall

Appendix A August 2011 Final

diligently render to the City without additional compensation all assistance which the City may reasonably require of the Contractor.

B. The Contractor shall report to the Department in writing within five (5) business Days of the initiation by or against the Contractor of any legal action or proceeding in connection with or relating to this Agreement.

Section 8.07 Withholding of Payments

A. In the event that any claim is made or any action is brought against the City for which the Contractor may be required to indemnify the City pursuant to this Agreement, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover the said claim or action.

B. In the event that any City property is lost or damaged as set forth in Section 8.02, except for normal wear and tear, the City shall have the right to withhold further payments under this Agreement for the purpose of set-off in sufficient sums to cover such loss or damage.

C. The City shall not, however, impose a setoff in the event that an insurance company that provided liability insurance pursuant to Article 7 above has accepted the City's tender of the claim or action without a reservation of rights.

D. The Department may, at its option, withhold for purposes of set-off any monies due to the Contractor under this Agreement up to the amount of any disallowances or questioned costs resulting from any audits of the Contractor or to the amount of any overpayment to the Contractor with regard to this Agreement.

E. The rights and remedies of the City provided for in this Section shall not be exclusive and are in addition to any other rights and remedies provided by Law or this Agreement.

Section 8.08 No Third Party Rights

The provisions of this Agreement shall not be deemed to create any right of action in favor of third parties against the Contractor or the City or their respective officers and employees.

ARTICLE 9 - CONTRACT CHANGES

Section 9.01 Contract Changes

Changes to this Agreement may be made only as duly authorized by the ACCO or his or her designee and in accordance with the PPB Rules. Any amendment or change to this Agreement shall not be valid unless made in writing and signed by authorized representatives of both parties. Contractors deviating from the requirements of this Agreement without a duly

approved and executed change order document, or written contract modification or amendment, do so at their own risk.

Section 9.02 Changes Through Fault of Contractor

In the event that any change is required in the data, documents, deliverables, or other services to be provided under this Agreement because of negligence or error of the Contractor, no additional compensation shall be paid to the Contractor for making such change, and the Contractor is obligated to make such change without additional compensation.

ARTICLE 10 - TERMINATION, DEFAULT, AND REDUCTIONS IN FUNDING

Section 10.01 Termination by the City Without Cause

A. The City shall have the right to terminate this Agreement, in whole or in part, without cause, in accordance with the provisions of Section 10.05.

B. If the City terminates this Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City pursuant to Section 10.05. The City shall pay for services provided in accordance with this Agreement prior to the termination date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.02 Reductions in Federal, State and/or City Funding

A. This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding and/or level of services of this Agreement caused by such action by the federal, State and/or City governments, including, in the case of the reduction option, but not limited to, the reduction or elimination of programs, services or service components; the reduction or elimination of contract-reimbursable staff or staff-hours, and corresponding reductions in the budget of this Agreement and in the total amount payable under this Agreement. Any reduction in funds pursuant to this Section shall be accompanied by an appropriate reduction in the services performed under this Agreement.

B. In the case of the reduction option referred to in Paragraph A, above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Contractor, which shall be not less than thirty (30) Days from the date of such notice. Prior to sending such notice of reduction, the Department shall advise the Contractor that such option is being exercised and afford the Contractor an opportunity to make within seven (7) Days any

Appendix A August 2011 Final

suggestion(s) it may have as to which program(s), service(s), service component(s), staff or staff-hours might be reduced or eliminated, provided, however, that the Department shall not be bound to utilize any of the Contractor's suggestions and that the Department shall have sole discretion as to how to effectuate the reductions.

C. If the City reduces funding pursuant to this Section, the following provisions apply. The City shall pay for services provided in accordance with this Agreement prior to the reduction date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of reduction and falling due after the reduction date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

D. To the extent that the reduction in public funds is a result of the State determining that the Contractor may receive medical assistance funds pursuant to title eleven of article five of the Social Services Law to fund the services contained within the scope of a program under this Agreement, then the notice and effective date provisions of this section shall not apply, and the Department may reduce such public funds authorized under this Agreement by informing the Contractor of the amount of the reduction and revising attachments to this agreement as appropriate.

Section 10.03 Contractor Default

A. The City shall have the right to declare the Contractor in default:

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

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

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

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

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

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

- c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City vendor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

B. The right to declare the Contractor in default shall be exercised by sending the Contractor a written notice of the conditions of default, signed by the Commissioner, setting forth the ground or grounds upon which such default is declared ("Notice to Cure"). The Contractor shall have ten (10) Days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default. The Commissioner may temporarily suspend services under the Agreement pending the outcome of the default proceedings pursuant to this Section.

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

D. After the opportunity to be heard, the Commissioner may terminate the Agreement, in whole or in part, upon finding the Contractor in default pursuant to this Section, in accordance with the provisions of Section 10.05.

E. The Commissioner, after declaring the Contractor in default, may have the services under the Agreement completed by such means and in such manner, by contract with or without public letting, or otherwise, as he or she may deem advisable in accordance with applicable PPB Rules. After such completion, the Commissioner shall certify the expense incurred in such completion, which shall include the cost of re-letting. Should the expense of such completion, as certified by the Commissioner, exceed the total sum which would have been payable under the Agreement if it had been completed by the Contractor, any excess shall be promptly paid by the Contractor upon demand by the City. The excess expense of such completion, including any and all related and incidental costs, as so certified by the Commissioner, and any liquidated damages assessed against the Contractor, may be charged against and deducted out of monies earned by the Contractor.

Section 10.04 Force Majeure

A. For purposes of this Agreement, a force majeure event is an act or event beyond the control and without any fault or negligence of the Contractor ("Force Majeure Event"). Such events may include, but are not limited to, fire, flood, earthquake, storm or other natural disaster, civil commotion, war, terrorism, riot, and labor disputes not brought about by any act or omission of the Contractor.

B. In the event the Contractor cannot comply with the terms of the Agreement (including any failure by the Contractor to make progress in the performance of the services) because of a Force Majeure Event, then the Contractor may ask the Commissioner to excuse the nonperformance and/or terminate the Agreement. If the Commissioner, in his or her reasonable discretion, determines that the Contractor cannot comply with the terms of the Agreement because of a Force Majeure Event, then the Commissioner shall excuse the nonperformance and may terminate the Agreement. Such a termination shall be deemed to be without cause.

C. If the City terminates the Agreement pursuant to this Section, the following provisions apply. The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date. The City shall pay for services provided in accordance with this Agreement prior to the termination date. Any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of termination and falling due after the termination date shall be paid by the City in accordance with the terms of this Agreement. In no event shall such obligation be construed as including any lease or other occupancy agreement, oral or written, entered into between the Contractor and its landlord.

Section 10.05 Procedures for Termination

A. The Department and/or the City shall give the Contractor written notice of any termination of this Agreement. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination. Except as otherwise provided in this Agreement, the notice shall comply with the provisions of this Section. For termination without cause, the effective date of the termination shall not be less than ten (10) Days from the date the notice is personally delivered, or fifteen (15) Days from the date the notice is either sent by certified mail, return receipt requested, or sent by fax and deposited in a

post office box regularly maintained by the United States Postal Service in a postage pre-paid envelope. In the case of termination for default, the effective date of the termination shall be as set forth above for a termination without cause or such earlier date as the Commissioner may determine. If the City terminates the Agreement in part, the Contractor shall continue the performance of the Agreement to the extent not terminated.

B. Upon termination or expiration of this Agreement, the Contractor shall comply with the City close-out procedures, including but not limited to:

1. Accounting for and refunding to the Department, within forty-five (45) Days, any unexpended funds which have been advanced to the Contractor pursuant to this Agreement;
2. Furnishing within forty-five (45) Days an inventory to the Department of all equipment, appurtenances and property purchased through or provided under this Agreement and carrying out any Department or City directive concerning the disposition of such equipment, appurtenances and property;
3. Turning over to the Department or its designees all books, records, documents and material specifically relating to this Agreement that the Department has requested be turned over;
4. Submitting to the Department, within ninety (90) Days, a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant; and
5. Providing reasonable assistance to the Department in the transition, if any, to a new contractor.

Section 10.06 Miscellaneous Provisions

A. The Commissioner, in addition to any other powers set forth in this Agreement or by operation of Law, may suspend, in whole or in part, any part of the services to be provided under this Agreement whenever in his or her judgment such suspension is required in the best interest of the City. If the Commissioner suspends this Agreement pursuant to this Section, the City shall not incur or pay any further obligation pursuant to this Agreement beyond the suspension date until such suspension is lifted. The City shall pay for services provided in accordance with this Agreement prior to the suspension date. In addition, any obligation necessarily incurred by the Contractor on account of this Agreement prior to receipt of notice of suspension and falling due during the suspension period shall be paid by the City in accordance with the terms of this Agreement.

B. Notwithstanding any other provisions of this Agreement, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of the Contractor's breach of the Agreement, and the City may withhold payments to the Contractor for the purpose of set-off in the amount of damages due to the City from the Contractor.

C. The rights and remedies of the City provided in this Article shall not be exclusive and are in addition to all other rights and remedies provided by Law or under this Agreement.

ARTICLE 11 - PROMPT PAYMENT AND ELECTRONIC FUNDS TRANSFER

Section 11.01 Prompt Payment

A. The prompt payment provisions of PPB Rule § 4-06 are applicable to payments made under this Agreement. The provisions generally require the payment to the Contractor of interest on payments made after the required payment date, as set forth in the PPB Rules.

B. The Contractor shall submit a proper invoice to receive payment, except where the Agreement provides that the Contractor will be paid at predetermined intervals without having to submit an invoice for each scheduled payment.

C. Determination of interest due will be made in accordance with the PPB Rules and the applicable rate of interest shall be the rate in effect at the time of payment.

Section 11.02 Electronic Funds Transfer

A. In accordance with Admin. Code § 6-107.1, the 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, the 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/dof> in order to provide the commissioner of the Department of Finance with information necessary for the 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 the Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by the Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.

B. The Agency Head may waive the application of the requirements of this Section to payments on contracts entered into pursuant to Charter § 315. In addition, the commissioner of the Department of Finance and the Comptroller may jointly issue standards pursuant to which the Agency may waive the requirements of this Section for payments in the following circumstances: (i) for individuals or classes of individuals for whom compliance imposes a hardship; (ii) for classifications or types of checks; or (iii) in other circumstances as may be necessary in the best interest of the City.

C. This Section is applicable to contracts valued at Twenty-Five Thousand Dollars (\$25,000) and above.

ARTICLE 12 - CLAIMS

Section 12.01 Choice of Law

This Agreement shall be deemed to be executed in the City and State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the Laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the Laws of the United States, where applicable.

Section 12.02 Jurisdiction and Venue

The parties agree that any and all claims asserted by or against the City arising under or related to this Agreement shall solely be heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York. The parties shall consent to the dismissal and/or transfer of any claims asserted in any other venue or forum to the proper venue or forum. If the Contractor initiates any action in breach of this Section, the Contractor shall be responsible for and shall promptly reimburse the City for any attorneys' fees incurred by the City in removing the action to a proper court consistent with this Section.

Section 12.03 Resolution of Disputes

A. Except as provided in Subparagraphs (A)(1) and (A)(2) below, all disputes between the City and the Contractor that arise under, or by virtue of, this Agreement shall be finally resolved in accordance with the provisions of this Section and PPB Rule § 4-09. This procedure shall be the exclusive means of resolving any such disputes.

1. This Section shall not apply to disputes concerning matters dealt with in other sections of the PPB Rules or to disputes involving patents, copyrights, trademarks, or trade secrets (as interpreted by the courts of New York State) relating to proprietary rights in computer software, or to termination other than for cause.

2. For construction and construction-related services this Section shall apply only to disputes about the scope of work delineated by the Agreement, the interpretation of Agreement documents, the amount to be paid for extra work or disputed work performed in connection with the Agreement, the conformity of the Contractor's work to the Agreement, and the acceptability and quality of the Contractor's work; such disputes arise when the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head makes a determination with which the Contractor disagrees. For construction, this Section shall not apply to termination of the Agreement for cause or other than for cause.

Appendix A August 2011 Final

B. All determinations required by this Section shall be clearly stated, with a reasoned explanation for the determination based on the information and evidence presented to the party making the determination. Failure to make such determination within the time required by this Section shall be deemed a non-determination without prejudice that will allow application to the next level.

C. During such time as any dispute is being presented, heard, and considered pursuant to this Section, the Agreement terms shall remain in full force and effect and, unless otherwise directed by the ACCO or Engineer, the Contractor shall continue to perform work in accordance with the Agreement and as directed by the ACCO or City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. Failure of the Contractor to continue the work as directed shall constitute a waiver by the Contractor of any and all claims being presented pursuant to this Section and a material breach of contract.

D. Presentation of Dispute to Agency Head.

1. Notice of Dispute and Agency Response. The Contractor shall present its dispute in writing ("Notice of Dispute") to the Agency Head within the time specified herein, or, if no time is specified, within thirty (30) Days of receiving written notice of the determination or action that is the subject of the dispute. This notice requirement shall not be read to replace any other notice requirements contained in the Agreement. The Notice of Dispute shall include all the facts, evidence, documents, or other basis upon which the Contractor relies in support of its position, as well as a detailed computation demonstrating how any amount of money claimed by the Contractor in the dispute was arrived at. Within thirty (30) Days after receipt of the complete Notice of Dispute, the ACCO or, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, shall submit to the Agency Head all materials he or she deems pertinent to the dispute. Following initial submissions to the Agency Head, either party may demand of the other the production of any document or other material the demanding party believes may be relevant to the dispute. The requested party shall produce all relevant materials that are not otherwise protected by a legal privilege recognized by the courts of New York State. Any question of relevancy shall be determined by the Agency Head whose decision shall be final. Willful failure of the Contractor to produce any requested material whose relevancy the Contractor has not disputed, or whose relevancy has been affirmatively determined, shall constitute a waiver by the Contractor of its claim.

2. Agency Head Inquiry. The Agency Head shall examine the material and may, in his or her discretion, convene an informal conference with the Contractor and the ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, to resolve the issue by mutual consent prior to reaching a determination. The Agency Head may seek such technical or other expertise as he or she shall deem appropriate, including the use of neutral mediators, and require any such additional material from either or both parties as he or she deems fit. The Agency Head's ability to render, and the effect of, a decision hereunder shall not be impaired by any

negotiations in connection with the dispute presented, whether or not the Agency Head participated therein. The Agency Head may or, at the request of any party to the dispute, shall compel the participation of any other contractor with a contract related to the work of this Agreement and that contractor shall be bound by the decision of the Agency Head. Any contractor thus brought into the dispute resolution proceeding shall have the same rights and obligations under this Section as the Contractor initiating the dispute.

3. Agency Head Determination. Within thirty (30) Days after the receipt of all materials and information, or such longer time as may be agreed to by the parties, the Agency Head shall make his or her determination and shall deliver or send a copy of such determination to the Contractor and ACCO and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head, together with a statement concerning how the decision may be appealed.

4. Finality of Agency Head Decision. The Agency Head's decision shall be final and binding on all parties, unless presented to the Contract Dispute Resolution Board ("CDRB") pursuant to this Section. The City may not take a petition to the CDRB. However, should the Contractor take such a petition, the City may seek, and the CDRB may render, a determination less favorable to the Contractor and more favorable to the City than the decision of the Agency Head.

E. Presentation of Dispute to the Comptroller. Before any dispute may be brought by the Contractor to the CDRB, the Contractor must first present its claim to the Comptroller for his or her review, investigation, and possible adjustment.

1. Time, Form, and Content of Notice. Within thirty (30) Days of receipt of a decision by the Agency Head, the Contractor shall submit to the Comptroller and to the Agency Head a Notice of Claim regarding its dispute with the Agency. The Notice of Claim shall consist of (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed and the reason(s) the Contractor contends the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; and (iii) a copy of all materials submitted by the Contractor to the Agency, including the Notice of Dispute. The Contractor may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the Notice of Claim, the Agency shall make available to the Comptroller a copy of all material submitted by the Agency to the Agency Head in connection with the dispute. The Agency may not present to the Comptroller any material not presented to the Agency Head, except at the request of the Comptroller.

3. Comptroller Investigation. The Comptroller may investigate the claim in dispute and, in the course of such investigation, may exercise all powers provided in Admin. Code §§ 7-201 and 7-203. In addition, the Comptroller may demand of either party, and such party shall provide, whatever additional material the Comptroller deems pertinent to the claim, including original business records of the Contractor. Willful

failure of the Contractor to produce within fifteen (15) Days any material requested by the Comptroller shall constitute a waiver by the Contractor of its claim. The Comptroller may also schedule an informal conference to be attended by the Contractor, Agency representatives, and any other personnel desired by the Comptroller.

4. Opportunity of Comptroller to Compromise or Adjust Claim. The Comptroller shall have forty-five (45) Days from his or her receipt of all materials referred to in Paragraph (E)(3) above to investigate the disputed claim. The period for investigation and compromise may be further extended by agreement between the Contractor and the Comptroller, to a maximum of ninety (90) Days from the Comptroller's receipt of all the materials. The Contractor may not present its petition to the CDRB until the period for investigation and compromise delineated in this Paragraph has expired. In compromising or adjusting any claim hereunder, the Comptroller may not revise or disregard the terms of the Agreement.

F. Contract Dispute Resolution Board. There shall be a Contract Dispute Resolution Board composed of:

1. the chief administrative law judge of the Office of Administrative Trials and Hearings ("OATH") or his or her designated OATH administrative law judge, who shall act as chairperson, and may adopt operational procedures and issue such orders consistent with this Section as may be necessary in the execution of the CDRB's functions, including, but not limited to, granting extensions of time to present or respond to submissions;

2. the City Chief Procurement Officer ("CCPO") or his or her designee; any designee shall have the requisite background to consider and resolve the merits of the dispute and shall not have participated personally and substantially in the particular matter that is the subject of the dispute or report to anyone who so participated; and

3. a person with appropriate expertise who is not an employee of the City. This person shall be selected by the presiding administrative law judge from a prequalified panel of individuals, established, and administered by OATH, with appropriate background to act as decision-makers in a dispute. Such individuals may not have a contract or dispute with the City or be an officer or employee of any company or organization that does, or regularly represent persons, companies, or organizations having disputes with the City.

G. Petition to CDRB. In the event the claim has not been settled or adjusted by the Comptroller within the period provided in this Section, the Contractor, within thirty (30) Days thereafter, may petition the CDRB to review the Agency Head determination.

1. Form and Content of Petition by the Contractor. The Contractor shall present its dispute to the CDRB in the form of a petition, which shall include (i) a brief statement of the substance of the dispute, the amount of money, if any, claimed, and the reason(s) the Contractor contends that the dispute was wrongly decided by the Agency Head; (ii) a copy of the decision of the Agency Head; (iii) copies of all materials

submitted by the Contractor to the Agency; (iv) a copy of the decision of the Comptroller, if any, and (v) copies of all correspondence with, and material submitted by the Contractor to, the Comptroller's Office. The Contractor shall concurrently submit four complete sets of the petition: one to the Corporation Counsel (Attn: Commercial and Real Estate Litigation Division), and three to the CDRB at OATH's offices, with proof of service on the Corporation Counsel. In addition, the Contractor shall submit a copy of the statement of the substance of the dispute, cited in (i) above, to both the Agency Head and the Comptroller.

2. Agency Response. Within thirty (30) Days of receipt of the petition by the Corporation Counsel, the Agency shall respond to the statement of the Contractor and make available to the CDRB all material it submitted to the Agency Head and Comptroller. Three complete copies of the Agency response shall be submitted to the CDRB at OATH's offices and one to the Contractor. Extensions of time for submittal of the Agency response shall be given as necessary upon a showing of good cause or, upon the consent of the parties, for an initial period of up to thirty (30) Days.

3. Further Proceedings. The CDRB shall permit the Contractor to present its case by submission of memoranda, briefs, and oral argument. The CDRB shall also permit the Agency to present its case in response to the Contractor by submission of memoranda, briefs, and oral argument. If requested by the Corporation Counsel, the Comptroller shall provide reasonable assistance in the preparation of the Agency's case. Neither the Contractor nor the Agency may support its case with any documentation or other material that was not considered by the Comptroller, unless requested by the CDRB. The CDRB, in its discretion, may seek such technical or other expert advice as it shall deem appropriate and may seek, on its own or upon application of a party, any such additional material from any party as it deems fit. The CDRB, in its discretion, may combine more than one dispute between the parties for concurrent resolution.

4. CDRB Determination. Within forty-five (45) Days of the conclusion of all submissions and oral arguments, the CDRB shall render a decision resolving the dispute. In an unusually complex case, the CDRB may render its decision in a longer period of time, not to exceed ninety (90) Days, and shall so advise the parties at the commencement of this period. The CDRB's decision must be consistent with the terms of this Agreement. Decisions of the CDRB shall only resolve matters before the CDRB and shall not have precedential effect with respect to matters not before the CDRB.

5. Notification of CDRB Decision. The CDRB shall send a copy of its decision to the Contractor, the ACCO, the Corporation Counsel, the Comptroller, the CCPO, and, in the case of construction or construction-related services, the City Engineer, City Resident Engineer, City Engineering Audit Officer, or other designee of the Agency Head. A decision in favor of the Contractor shall be subject to the prompt payment provisions of the PPB Rules. The required payment date shall be thirty (30) Days after the date the parties are formally notified of the CDRB's decision.

6. Finality of CDRB Decision. The CDRB's decision shall be final and binding on all parties. Any party may seek review of the CDRB's decision solely in the

form of a challenge, filed within four months of the date of the CDRB's decision, in a court of competent jurisdiction of the State of New York, County of New York pursuant to Article 78 of the Civil Practice Law and Rules. Such review by the court shall be limited to the question of whether or not the CDRB's decision was made in violation of lawful procedure, was affected by an error of Law, or was arbitrary and capricious or an abuse of discretion. No evidence or information shall be introduced or relied upon in such proceeding that was not presented to the CDRB in accordance with PPB Rules § 4-09.

H. Any termination, cancellation, or alleged breach of the Agreement prior to or during the pendency of any proceedings pursuant to this Section shall not affect or impair the ability of the Agency Head or CDRB to make a binding and final decision pursuant to this Section.

Section 12.04 Claims and Actions

A. Any claim against the City or Department based on this Agreement or arising out of this Agreement that is not subject to dispute resolution under the PPB Rules or this Agreement shall not be made or asserted in any legal proceeding, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as provided in this Agreement.

B. No action shall be instituted or maintained on any such claims unless such action shall be commenced within six (6) months after the date of filing with the Comptroller of the certificate for the final payment under this Agreement, or within six (6) months of the termination or expiration of this Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

Section 12.05 No Claim Against Officers, Agents or Employees

No claim shall be made by the Contractor against any officer, agent, or employee of the City in their personal capacity for, or on account of, anything done or omitted in connection with this Agreement.

Section 12.06 General Release

The acceptance by the Contractor or its assignees of the final payment under this Agreement, whether by check, wire transfer, or other means, and whether pursuant to invoice, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a release of the City from any and all claims of and liability to the Contractor, of which the Contractor was aware or should reasonably have been aware, arising out of the performance of this Agreement based on actions of the City prior to such acceptance of final payment, excepting any disputes that are the subject of pending dispute resolution procedures.

Section 12.07 No Waiver

Waiver by either the Department or the Contractor of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless and until the same shall be agreed to in writing by the parties as set forth in Section 9.01.

ARTICLE 13 - APPLICABLE LAWS

Section 13.01 PPB Rules

This Agreement is subject to the PPB Rules. In the event of a conflict between the PPB Rules and a provision of this Agreement, the PPB Rules shall take precedence.

Section 13.02 All Legal Provisions Deemed Included

Each and every provision required by Law to be inserted in this Agreement is hereby deemed to be a part of this Agreement, whether actually inserted or not.

Section 13.03 Severability / Unlawful Provisions Deemed Stricken

If this Agreement contains any unlawful provision not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making of this Agreement, the unlawful provision shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Agreement without affecting the binding force of the remainder.

Section 13.04 Compliance With Laws

The Contractor shall perform all services under this Agreement in accordance with all applicable Laws as are in effect at the time such services are performed.

Section 13.05 Americans with Disabilities Act (ADA)

A. This Agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs, or activities pursuant to this Agreement. If directed to do so by the Department to ensure the Contractor's compliance with the ADA during the term of this Agreement, the Contractor shall prepare a plan ("Compliance Plan") which lists its program site(s) and describes in detail, how it intends to make the services, programs and activities set forth in the scope of services herein readily accessible and usable by individuals with disabilities at such site(s). In the event that the

program site is not readily accessible and usable by individuals with disabilities, contractor shall also include in the Compliance Plan, a description of reasonable alternative means and methods that result in making the services, programs or activities provided under this Agreement, readily accessible to and usable by individuals with disabilities, including but not limited to people with visual, auditory or mobility disabilities. The Contractor shall submit the Compliance Plan to the ACCO for review within ten (10) Days after being directed to do so and shall abide by the Compliance Plan and implement any action detailed in the Compliance Plan to make the services, programs, or activities accessible and usable by the disabled.

B. The Contractor's failure to either submit a Compliance Plan as required herein or implement an approved Compliance Plan may be deemed a material breach of this Agreement and result in the City terminating this Agreement.

Section 13.06 Voter Registration

A. Participating Agencies. Pursuant to Charter § 1057-a, if this Agreement is with a participating City agency and the Contractor has regular contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Civilian Complaint Review Board; the Commission on Human Rights; Community Boards; the Department of Small Business Services; the Department of Citywide Administrative Services; the Department of Consumer Affairs; the Department of Correction; the Department of Environmental Protection; the Department of Finance; the Department of Health and Mental Health; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Parks and Recreation; the Department of Probation; the Taxi and Limousine Commission; the Department of Transportation; and the Department of Youth and Community Development.

B. Distribution of Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor, if it has regular contact with the public in the daily administration of its business under this Agreement, hereby agrees as follows:

1. The Contractor shall provide and distribute voter registration forms to all persons together with written applications for services, renewal, or recertification for services and change of address relating to such services. Such voter registration forms shall be provided to the Contractor by the City. The Contractor should be prepared to provide forms written in Spanish or Chinese, and shall obtain a sufficient supply of such forms from the City.

2. The Contractor shall also include a voter registration form with any Contractor communication sent through the United States mail for the purpose of supplying clients with materials for application, renewal, or recertification for services and change of address relating to such services. If forms written in Spanish or Chinese are not provided in such mailing, the Contractor shall provide such forms upon the Department's request.

3. The Contractor shall, subject to approval by the Department, incorporate an opportunity to request a voter registration application into any application for services, renewal, or recertification for services and change of address relating to such services provided on computer terminals, the World Wide Web or the Internet. Any person indicating that they wish to be sent a voter registration form via computer terminals, the World Wide Web or the Internet shall be sent such a form by the Contractor or be directed, in a manner subject to approval by the Department, to a link on that system where such a form may be downloaded.

4. The Contractor shall, at the earliest practicable or next regularly scheduled printing of its own forms, subject to approval by the Department, physically incorporate the voter registration forms with its own application forms in a manner that permits the voter registration portion to be detached therefrom. Until such time when the Contractor amends its form, the Contractor should affix or include a postage-paid City Board of Elections voter registration form to or with its application, renewal, recertification, and change of address forms.

5. The Contractor shall prominently display in its public office, subject to approval by the Department, promotional materials designed and approved by the City or State Board of Elections.

6. For the purposes of Paragraph A of this Section, the word "Contractor" shall be deemed to include subcontractors having regular contact with the public in the daily administration of their business.

7. The provisions of Paragraph A of this Section shall not apply to services that must be provided to prevent actual or potential danger to life, health, or safety of any individual or of the public.

C. Assistance in Completing Voter Registration Forms. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. In the event the Department provides assistance in completing distributed voter registration forms, the Contractor shall also provide such assistance, in the manner and to the extent specified by the Department.

2. In the event the Department receives and transmits completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall similarly provide such service, in the manner and to the extent specified by the Department.

3. If, in connection with the provision of services under this Agreement, the Contractor intends to provide assistance in completing distributed voter registration forms or to receive and transmit completed registration forms from applicants who wish to have the forms transmitted to the City Board of Elections, the Contractor shall do so only by prior arrangement with the Department.

Appendix A August 2011 Final

4. The provision of Paragraph B services by the Contractor may be subject to Department protocols, including protocols regarding confidentiality.

D. Required Statements. In accordance with Charter § 1057-a, the Contractor hereby agrees as follows:

1. The Contractor shall advise all persons seeking voter registration forms and information, in writing together with other written materials provided by the Contractor or by appropriate publicity, that the Contractor's or government services are not conditioned on being registered to vote.

2. No statement shall be made and no action shall be taken by the Contractor or an employee of the Contractor to discourage an applicant from registering to vote or to encourage or discourage an applicant from enrolling in any particular political party.

3. The Contractor shall communicate to applicants that the completion of voter registration forms is voluntary.

4. The Contractor and the Contractor's employees shall not:

a. seek to influence an applicant's political preference or party designation;

b. display any political preference or party allegiance;

c. make any statement to an applicant or take any action the purpose or effect of which is to discourage the applicant from registering to vote; or

d. make any statement to an applicant or take any action the purpose or effect of which is to lead the applicant to believe that a decision to register or not to register has any bearing on the availability of services or benefits.

E. The Contractor, as defined above and in this Agreement, agrees that the covenants and representations in this Section are material conditions of this Agreement.

F. The provisions of this Section do not apply where the services under this Agreement are supported by a federal or State grant of funds and the source of funds prohibits the use of federal or State funds for the purposes of this Section.

Section 13.07 Participation in an International Boycott

A. The Contractor agrees that neither the Contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the federal Export Administration Act of 1979, as amended, 50 U.S.C. Appendix. §§ 2401 et seq., or the regulations of the United States Department of Commerce promulgated thereunder.

Appendix A August 2011 Final

B. Upon the final determination by the Commerce Department or any other agency of the United States as to, or conviction of, the Contractor or a substantially-owned affiliated company thereof, of participation in an international boycott in violation of the provisions of the Export Administration Act of 1979, as amended, or the regulations promulgated thereunder, the Comptroller may, at his or her option, render forfeit and void this Agreement.

C. The Contractor shall comply in all respects, with the provisions of Admin. Code § 6-114 and the rules issued by the Comptroller thereunder.

Section 13.08 MacBride Principles

A. In accordance with and to the extent required by Admin. Code § 6-115.1, the Contractor stipulates that the Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles.

B. The Contractor agrees that the covenants and representations in Paragraph A above are material conditions to this Agreement.

C. This Section does not apply if the Contractor is a not-for-profit corporation.

Section 13.09 Access to Public Health Insurance Coverage Information

A. **Participating Agencies.** Pursuant to Charter § 1069, if this Agreement is with a participating City agency and the Contractor is one to whom this Section applies as provided in Paragraph B of this Section, the Contractor hereby agrees to fulfill the obligations in Paragraph C of this Section. The participating City agencies are: the Administration for Children's Services; the City Clerk; the Commission on Human Rights; the Department for the Aging; the Department of Corrections; the Department of Homeless Services; the Department of Housing Preservation and Development; the Department of Juvenile Justice; the Department of Health and Mental Hygiene; the Department of Probation; the Department of Social Services/Human Resources Administration; the Taxi and Limousine Commission; the Department of Youth and Community Development; the Office to Combat Domestic Violence; and the Office of Immigrant Affairs.

B. **Applicability to Certain Contractors.** This Section shall be applicable to a Contractor operating pursuant to an Agreement which (i) is in excess of \$250,000 and (ii) requires such Contractor to supply individuals with a written application for, or written renewal or recertification of services, or request for change of address form in the daily administration of its contractual obligation to such participating City agency. "Contractors" to whom this Section applies shall be deemed to include subcontractors if the subcontract requires the subcontractor to supply individuals with a written application for, or written renewal or recertification of services,

Appendix A August 2011 Final

or request for change of address form in the daily administration of the subcontractor's contractual obligation.

C. **Distribution of Public Health Insurance Pamphlet.** In accordance with Charter § 1069, when the participating City agency supplies the Contractor with the public health insurance program options pamphlet published by the Department of Health and Mental Hygiene pursuant to Section 17-183 of the Admin. Code (hereinafter "pamphlet"), the Contractor hereby agrees as follows:

1. The Contractor will distribute the pamphlet to all persons requesting a written application for services, renewal or recertification of services or request for a change of address relating to the provision of services.

2. The Contractor will include a pamphlet with any Contractor communication sent through the United States mail for the purpose of supplying an individual with a written application for services, renewal or recertification of services or with a request for a change of address form relating to the provision of services.

3. The Contractor will provide an opportunity for an individual requesting a written application for services, renewal or recertification for services or change of address form relating to the provision of services via the Internet to request a pamphlet, and will provide such pamphlet by United States mail or an Internet address where such pamphlet may be viewed or downloaded, to any person who indicates via the Internet that they wish to be sent a pamphlet.

4. The Contractor will ensure that its employees do not make any statement to an applicant for services or client or take any action the purpose or effect of which is to lead the applicant or client to believe that a decision to request public health insurance or a pamphlet has any bearing on their eligibility to receive or the availability of services or benefits.

5. The Contractor will comply with: (i) any procedures established by the participating City agency to implement Charter §1069; (ii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) to exclude a program, in whole or in part, from the requirements of Charter § 1069; and (iii) any determination of the commissioner or head of the participating City agency (which is concurred in by the commissioner of the Department of Health and Mental Hygiene) as to which Workforce Investment Act of 1998 offices providing workforce development services shall be required to fulfill the obligations under Charter § 1069.

D. **Non-applicability to Certain Services.** The provisions of this Section shall not apply to services that must be provided to prevent actual or potential danger to the life, health or safety of any individual or to the public.

Section 13.10 Distribution of Personal Identification Materials

A. **Participating Agencies.** Pursuant to City Executive Order No. 150 of 2011 ("E.O. 150"), if this Agreement is with a participating City agency and the Contractor has regular

contact with the public in the daily administration of its business, the Contractor must comply with the requirements of this Section. The participating City agencies are: Administration for Children's Services, Department of Consumer Affairs, Department of Correction, Department of Health and Mental Hygiene, Department of Homeless Services, Department of Housing Preservation and Development, Human Resources Administration, Department of Parks and Recreation, Department of Probation, and Department of Youth and Community Development.

B. Policy. As expressed in E.O. 150, it is the policy of the City to provide information to individuals about how they can obtain the various forms of City, State, and Federal government-issued identification and, where appropriate, to assist them with the process for applying for such identification.

C. Distribution of Materials. If the Contractor has regular contact with the public in the daily administration of its business, the Contractor hereby agrees to provide and distribute materials and information related to whether and how to obtain various forms of City, State, and Federal government-issued identification as the Agency directs in accordance with the Agency's plans developed pursuant to E.O. 150.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.01 Conditions Precedent

A. This Agreement shall be neither binding nor effective unless and until it is registered pursuant to Charter § 328.

B. The requirements of this Section shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

Section 14.02 Merger

This written Agreement contains all the terms and conditions agreed upon by the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties, or to vary any of the terms contained in this Agreement, other than a written change, amendment or modification duly executed by both parties pursuant to Article 9 of this Appendix A.

Section 14.03 Headings

Headings are inserted only as a matter of convenience and therefore are not a part of and do not affect the substance of this Agreement.

Section 14.04 Notice

A. The Contractor and the Department hereby designate the business addresses specified at the beginning of this Agreement as the places where all notices, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Either party may change its notice address at any time by an instrument in writing executed and acknowledged by the party making such change and delivered to the other party in the manner as specified below.

B. Any notice, direction, or communication from either party to the other shall be in writing and shall be deemed to have been given when (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) delivered by overnight or same day courier service in a properly addressed envelope with confirmation; or (iv) sent by fax or email and, unless receipt of the fax or e-mail is acknowledged by the recipient by fax or e-mail, deposited in a post office box regularly maintained by the United States Postal Service in a properly addressed, postage pre-paid envelope.

C. Nothing in this Section shall be deemed to serve as a waiver of any requirements for the service of notice or process in the institution of an action or proceeding as provided by Law, including the New York Civil Practice Law and Rules.

TAX AFFIRMATION

The undersigned organization affirms and declares that said organization is not in arrears to the City of New York upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York, nor is there any proceeding pending relating to the responsibility or qualification of the organization to receive public contract except: **PFM verifies the above statement and has no pending proceedings relating to the responsibility or qualification of PFM to receive the public contract.**

Full name of Sponsor *[below]*

Public Financial Management, Inc.

Two Logan Square, 18th & Arch Streets, Suite 1600

City **Philadelphia**

State **Pennsylvania**

Zip Code **19103**

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

A - Individual or Sole Proprietorships
SOCIAL SECURITY NUMBER _____

B- Partnership, Joint Venture or other unincorporated organization
EMPLOYER IDENTIFICATION NUMBER _____

C - Corporation
EMPLOYER IDENTIFICATION NUMBER 23-1992164

Certified Women Based Enterprise

Certified Minority Vendor

Certified Non-Profit Enterprise

Certified Locally Based Enterprise

By:



Signature: John Cape

Managing Director

Title

Must be signed by an officer or duly authorized representative.

* Under the Federal Privacy Act, the furnishing of Social Security numbers by organizations on City contracts is voluntary. Failure to provide a Social Security number will not result in an organization's disqualification. Social Security numbers will be used to identify organizations to ensure their compliance with the laws, to assist the City in enforcement of laws, as well as to provide the City a means of identifying businesses seeking City contracts.

CERTIFICATION BY BROKER

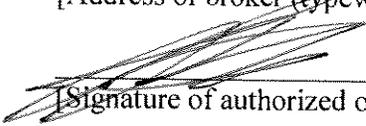
[Pursuant to Article Seven of Appendix A, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

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.

Crystal & Company
[Name of broker (typewritten)]

32 Old Slip, New York, NY 10005
[Address of broker (typewritten)]


[Signature of authorized officer of broker]

Sanford E. Crystal
[Name of authorized officer (typewritten)]

Executive Vice President
[Title of authorized officer (typewritten)]

(800) 221-5830
[Contact Phone Number for Broker (typewritten)]

Sandy.Crystal@crystalco.com
[Email Address of Broker (typewritten)]

Sworn to before me this

20th day of May, 2013


NOTARY PUBLIC

RICHARD C. ROSEN
Notary Public, State of New York
No. 02RO6237764
Qualified in Kings County
Commission Expires March 28, 2015

AFFIRMATION

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

Full name of Proposer or Bidder *[below]*

Address _____

City _____ State _____ Zip Code _____

CHECK ONE BOX AND INCLUDE APPROPRIATE NUMBER:

- A - Individual or Sole Proprietorships

SOCIAL SECURITY NUMBER _____

- B - Partnership, Joint Venture or other unincorporated organization

EMPLOYER IDENTIFICATION NUMBER _____

- C - Corporation

EMPLOYER IDENTIFICATION NUMBER _____

By _____
Signature

Title

If a corporation place seal here

Must be signed by an officer or duly authorized representative.

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

CERTIFICATION BY BROKER

[Pursuant to Article Seven of Appendix A, 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 complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

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.

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized officer of broker]

[Name of authorized officer (typewritten)]

[Title of authorized officer (typewritten)]

[Contact Phone Number for Broker (typewritten)]

[Email Address of Broker (typewritten)]

Sworn to before me this

_____ day of _____, 201__

NOTARY PUBLIC

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**

Attachment 1

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

CONTENTS

ARTICLE 1	DEFINITIONS	4
ARTICLE 2	FEDERAL CONDITIONS	
	Title 1 of the Housing and Community Development Act	5
	Civil Rights Act	5
	Executive Order 11063	5
	Section 3 of the Housing & Urban Development Act of 1968 ..	5
	Lead-Based Paint Poison Prevention Provisions	6
	Flood Disaster Protection Act	6
	Americans with Disabilities Act	6
	Historic Preservation Act	6
	Uniform Relocation & Real Property Acquisition Policies Act ..	7
	Uniform Administrative Requirements	7
	Program Income Provisions	7
	Religious Conditions	8
	Executive Order 11246	8
ARTICLE 3	ADDITIONAL FEDERAL CONDITIONS FOR CONSTRUCTION	
	Federal Labor Standards	10
	Davis-Bacon Wage Rate Requirements	10
	Contract Work Hours and Safe Standards Act	10
	Copeland Act	10
	Equal Employment Opportunity Compliance, (E.O. 11246) ...	10
ARTICLE 4	NONDISCRIMINATION	14
ARTICLE 5	RECORDS AND AUDITS	14
ARTICLE 6	UNEARNED PAYMENTS	15
ARTICLE 7	DISBURSEMENT RESTRICTIONS	15
ARTICLE 8	DOCUMENTATION OF COSTS	15
ARTICLE 9	BONDING	15
ARTICLE 10	ACCOUNTING SYSTEM	16
ARTICLE 11	COPYRIGHTS	16
ARTICLE 12	PATENTS	17
ARTICLE 13	SUBCONTRACTORS	17
ARTICLE 14	SUSPENSION AND TERMINATION	17
ARTICLE 15	REVERSION OF ASSETS	17

ARTICLE 16	SMALL FIRMS, M/WBE FIRMS, AND LABOR SURPLUS AREA FIRMS	18
ARTICLE 17	ENVIRONMENTAL PROTECTION	18
ARTICLE 18	ENERGY EFFICIENCY	19
ARTICLE 19	BINDING AUTHORITY	19
EXHIBITS		
FEDERAL EXHIBIT 1	NOTICE TO BIDDERS	19
FEDERAL EXHIBIT 2	FEDERAL LABOR STANDARDS PROVISIONS	

ARTICLE 1

DEFINITIONS

As used in this Contract:

- (a) "Act" means Title I 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 I 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
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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.

Federal Labor Standards Provisions

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

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 98). 40 USC 3701 et seq.

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

APPENDIX B

APPENDIX B–SCOPE OF WORK

I. BACKGROUND: COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RESPONSE (CDBG-DR) HOUSING PROGRAMS OVERVIEW

The City's housing recovery programs are designed to meet the unmet housing assistance needs described in the NYC CDBG-DR Action Plan (<http://www.nyc.gov/cdbg>), which is incorporated into this solicitation by reference, and help people affected by Hurricane Sandy – including homeowners and tenants of rental properties – achieve permanent, sustainable housing solutions that allow them to remain in New York City and, where possible, return to their neighborhoods.

The objectives of the programs include:

1. Help people affected by Sandy directly by replacing and rehabilitating housing units, including identifying opportunities for mitigation enhancement measures;
2. Help people affected by Sandy by improving the resilience of their housing units while restoring their buildings/residences;
3. Support resilience improvements to reduce risk and strengthen neighborhoods in flood zones; and,
4. Leverage philanthropic investments to address immediate gaps with flexible capital and maximize CDBG-DR dollars at scale.

To pursue these objectives, the City has built programs that incorporate lessons from past disasters; build upon stakeholder input from agencies and relevant organizations across the city, state, and national levels; and, leverage the experience of locally-based organizations to ensure the diverse needs and particular contexts of NYC's affected residents are addressed. Our focus is to provide assistance to affected New Yorkers quickly while ensuring accountability and proper use of funds. We have also accounted for the complexities faced by affected residents working through the assistance process and therefore embedded quality customer service and counseling options to help people understand their options and the impacts (financial and otherwise) of their decisions. The City's strategy will balance speedy response with adequate planning, support equity, and take into account the distinct needs of different communities and abilities of those community members. For program operations, the City will maximize private and non-profit sector expertise and the deep experience of the housing infrastructure in NYC while putting appropriate accountability and oversight mechanisms in place.

The City's housing recovery programs are designed to meet the unmet housing assistance needs described in the NYC CDBG-DR Action Plan and help people affected by Hurricane Sandy – including homeowners and tenants of rental properties – achieve permanent, sustainable housing solutions that allow them to remain in New York City and, where possible, return to their neighborhoods.

Housing Program Overview

The City will have two programs, each with several permanent housing recovery paths that maximize coordination across agencies. In this way, the City's programs will leverage scale, where possible, while providing solutions tailored for the different needs of homeowners or landlords in need of assistance (e.g., by geography, building type and size). Specifically, the City will have the following core programs to provide assistance to those who suffered damage from Sandy:

NYC Houses Rehabilitation – Grants for reconstruction or rehabilitation of homes that have been destroyed or damaged by Sandy. Assistance will incorporate resilience measures for homes that are destroyed or have substantial damage, as defined by the Department of Buildings.

The City will also use CDBG-DR to create a rental subsidy program to serve extremely low-income households displaced by Hurricane Sandy. The City will assist households in finding apartments in the existing affordable housing portfolio.

Multi-family Building Rehabilitation – Grants, low-interest loans, and/or credit support for rebuilding or rehabilitation of multi-family rental buildings that have suffered damage. Rebuilding or rehabilitation will incorporate resilience measures for those multi-family buildings that have been destroyed or have suffered major damage. Grant disbursement will be managed through a mechanism separate from the vendor responding to this solicitation

The initial funding will allow the City to serve a segment of its targeted population, as follows:

- **NYC Houses:** The City will prioritize assistance for those with the most severe damage and owners with the highest level of financial need. Accordingly, the City's first priority will be to assist up to 1,000 units of low-, moderate- and middle-income homeowners whose primary residences or rental properties with year-round tenants were destroyed or had major damage. The City will also assist up to 8,300 low-, moderate-, and middle-income households whose primary residences experienced moderate damage.
- **Multi-family buildings:** The city will invest in its multi-family housing stock – both affordable and market rate, capitalizing on the strong HPD and HDC institutional infrastructure. Through this first round of funding, the City will rehabilitate and enhance the resiliency of approximately 13,000 units of housing for low, moderate-, and middle-income New Yorkers.

Preliminary estimates suggest potential rehabilitation needs for ~16,000 single-family buildings (1 -2 units) and ~1,800 multi-family buildings, with ~1,200 of those having 3 – 4 units. These estimates also suggest potential reconstruction of ~800 single-family buildings and ~20 multi-family buildings. The lowest income households will be prioritized.

II. SPECIFIC SCOPE OF SERVICES REQUESTED OF CONTRACTOR

The scope of services requested by this solicitation is grouped into five tasks, as follows:

- Task I: Customer Operations
 - Housing Recovery Specialists
 - Customer Service Representatives
 - Quality Assurance Specialists
 - Customer Operations Supervisors
- Task II: Eligibility Review
 - Eligibility Specialists
 - Eligibility Supervisors
- Task III: Counseling
 - Housing Counselors
 - Legal Counselors.
 - Counseling Supervisors
- Task IV: Project Management
- Task V: Providing Facilities for Housing Recovery Center

Responses must address all five tasks, describing tasks and activities the Contractor will perform directly as the lead firm, and the tasks and activities to be provided by any subcontractors or linkage partners. If submitting a proposal with multiple partners/subcontractors, the Contractor will be designated as lead proposer for Task IV and assume overall responsibility for the delivery across the remaining tasks. The contractor is responsible for managing the entire contractor team, including all subcontractors and/or linkages. Contractor will be required to demonstrate knowledge of local communities and NYC community-specific needs.

Other related services (e.g., community outreach, assessment of cost to complete rehabilitation and reconstruction) will be performed by others; however, proposers should articulate their anticipated approach and capability to coordinate with such providers.

Contractor is expected to provide services for all the components of the program, including all phases of CDBG-DR funding.

Task I: Customer Operations

The Contractor will be required to provide three related service capabilities: Housing Recovery Specialists with a focus on application intake and case management; Customer Service Representatives supporting these Specialists and overall program operations by resolving escalated issues and addressing general inquiries; and Quality Assurance Specialists monitoring and ensuring that the overall provision of services adheres to quality standards and learning gained throughout the process. Customer Operations Supervisors will provide daily supervision and administrative oversight to the aforementioned three positions, and coordinate with Project Management Team (i.e. Task IV).

Deliverables: As applicants progress through the application process, the contractor is expected to provide deliverables to confirm that milestones have been achieved. Customer-focused, high-quality deliverables should be supported by the entire Customer Operations team.

The deliverables for homeowners of single-family houses and multi-family buildings include:

- A signed checklist confirming that key topics were discussed at the initial meeting between applicant and Housing Recovery Specialists. Housing Recovery Specialists will be provided with a checklist of information to share at the initial applicant meeting, including but not limited to an overview of the application process, the documentation required for the eligibility review, options for counseling and how award amounts are calculated.
- A completed application entered into the HRO-designated IT system by the Housing Recovery Specialist with information provided by the applicant.
- Signed confirmation that the results of the applicant's eligibility review, assessment of cost to complete and environmental review have been explained and communicated to the applicant as each is completed.
- A signed award agreement stating the grant amount received by the applicant, and the agency providing home rehabilitation or reconstruction.
- Closing the applicant's file in the HRO-designated IT system after construction is completed and the general contractor receives payment.

The deliverables for renters include:

- A completed intake form entered into the HRO-designated IT system by the Housing Recovery Specialist with information provided by the renter.
- A summary of the case review, indicating the appropriate counseling or program assistance referrals for the renter.

Housing Recovery Specialists are expected to provide services including, but not limited, to the following:

- Serve as each applicant's single point-of-contact throughout the intake and construction process, until the property is rehabilitated or reconstructed.
- Process new applications for applicants applying for housing assistance, and provide initial review of documentation.
- Prioritize applications according to program criteria.
- Walk the applicant through the application process and requirements; discuss assistance options and related tradeoffs with the applicant; explain next steps, including the process to obtain an assessment of the cost to complete rehabilitation and guide applicants to a construction pathway for actual rehabilitation or reconstruction of housing.
- Regularly update case files to capture the status of an applicant's application and close file upon completion of construction, and payment to builder.
- Review case files for completeness, explain to homeowners their assistance award and conditions, and the process for official receipt of assistance, confirming homeowner interest. Housing Recovery Specialists will also coordinate the signing of the agreement to receive assistance, with any related restrictions.
- Refer applicants in need of counseling (e.g. financial, legal or special needs) to specialized counselors, including but not limited to those providing services under Task III.
- Coordinate assessments of the cost to complete rehabilitation of applicants' homes and environmental reviews. Housing Recovery Specialists may participate in the initial meeting between the applicant and the expert that will perform the assessment of the cost to complete rehabilitation (these assessment services to be provided by others).
- Provide ongoing assistance to renters who have been displaced by the storm, including, but not limited to, those receiving temporary rental assistance. Providers will offer a range of services customized to households' individual needs, in order to ensure that targeted households find permanent housing placements.

Housing Recovery Specialists experience and key skills

- Should have 2+ years experience in case management or similar public/ customer/client-facing services, with a bachelor's degree in social work or related field. A combination of education and relevant experience will also be considered.
- Should have 2+ years work experience in NYC or comparable municipality in size, demographics, etc.
- Should have strong communication skills, with experience in diffusing conflict situations or escalated issues; comfort with high impact, ambiguous, and sensitive cases; and ability to establish rapport.
- Should have ability to work independently with strong sense of focus.
- Should have a strong sense of and respect for confidentiality involving both clients and fellow employees.

- Should be willing to adopt high customer service standards and present a positive and professional demeanor to the public and to colleagues.

Customer Service Representatives are expected to provide services including, but not limited to, the following:

- Provide high-quality responsive and timely customer service by working with homeowners to surface possible causes of issues or challenges, collect information about the issue, help problem solve and, when necessary, escalate these issues to a supervisor.
- Coordinate response to applicants' issues or challenges and follow-up to ensure resolution.
- Record, categorize and prioritize issues received from homeowners in the HRO-designated IT system, expected to be built upon a Microsoft Dynamics platform with customized modules.
- Receive and respond to general inquiries in person or via customer service telephone hotline.

Customer Service Representatives experience and key skills

- Should have 2+ years experience in customer service, with an associate degree or greater. A combination of education and relevant experience will also be considered.
- Should have 2+ years work experience in NYC or comparable municipality in size, demographics, etc.
- Should have a customer-focused mentality; persistence in gathering data and seeing issues through to resolution.
- Should have ability to work with patience and courtesy in customer relations and to respond to public concerns promptly, accurately, and in a courteous fashion.
- Should have ability to communicate effectively, both verbally and in writing, with experience in diffusing conflict situations or escalated issues.
- Ability to think quickly and logically to ensure expedient response and resolution to customer inquiries / issues.

Quality Assurance Specialists are expected to provide services including, but not limited to, the following:

- Identify appropriate quality standards and monitor specific work products (related to case management) to ensure they comply with identified standards; provide monthly status report on quality standards and leverage output indicators (e.g., lessons learned resulting from risk management process) to help identify better standards in order to increase project effectiveness and efficiency.

- Coordinate with supervisors to determine and define quality standards relevant to the case management and how to meet those standards.
- Conduct quality planning and evaluate case management performance on a monthly basis to provide quality assurance and confidence among stakeholders that the project will satisfy quality standards.
- Conduct case management quality control, including active monitoring and evaluation of progress to ensure timeliness, completeness, accuracy, consistency of data and accessibility. Continuous monitoring and evaluation of product and process quality will serve as input to the “Lessons Learned” document for quality process improvement.
- Review internal operations to ensure that case management policies and procedures are in place and being followed.
- Ensure that case management operational processes have adequate controls in place to comply with CDGB, federal or state requirements.

Quality Assurance Specialists experience and key skills

- Should have 2+ years experience in quality assurance / quality control for service centers, with a bachelor's degree or greater. A combination of education and relevant experience will also be considered.
- Should have strong analytical skills; comfort with complexity and details; able to provide feedback to people in higher positions of authority

Customer Operations Supervisors are expected to provide services including, but not limited to, the following:

- Provide daily supervision and administrative oversight to Housing Recovery Specialists, Customer Service Representatives and Quality Assurance Specialists.
- Schedule Housing Recovery Specialists, Customer Service Representatives and Quality Assurance Specialists to ensure full coverage of Housing Recovery Centers during open hours and to fulfill responsibilities within agreed upon timeframes.
- Engage with Housing Recovery Specialists to develop a strategy for special needs and challenging cases.
- Address issues that are elevated from Customer Service Representatives.
- Offer training and support to Housing Recovery Specialists, Customer Service Representatives and Quality Assurance Specialists as needed.
- Aggregate Customer Operations data for tracking against performance metrics, reporting and compliance monitoring.

Customer Operations Supervisor experience and key skills

- Should have 5+ years experience in managing service center operations, with a bachelor's degree or greater. A combination of education and relevant experience will also be considered.
- Should have 2+ years work experience in NYC or comparable municipality in size, demographics, etc.
- Should have strong managerial skills, ability to juggle multiple high-priority tasks, make staffing adjustments as required to accommodate customer demand

Task II: Eligibility Review

The contractor will be required to provide staff serving as Eligibility Specialists to conduct eligibility reviews that include documentation verification and duplication of benefits checks among other responsibilities. Eligibility Supervisors will provide daily supervision and administrative oversight to Eligibility Specialists and coordinate with Project Management Team (i.e. Task IV).

Deliverable: For each application review, the contractor is expected to provide the following reports.

1. A finalized, written report certifying eligibility of individual applicant, along with all documentation required to reach determination of eligibility. The report will include the following and any other information the city deems appropriate:

- Verification of identity document (e.g. government-approved identification)
- Verification of ownership of property (e.g. title, or deed)
- Verification of income (e.g. W-4)
- Verification that property tax payments are current
- Verification of primary residency or presence of year-round renters
- Verification of storm damage
- Verification of other city required criteria
- Verification of other federally required criteria

2. A written report certifying duplication of benefits verification of the following and any other information the city deems appropriate:

- Verification of FEMA IA grant amount
- Verification of National Flood Insurance Program award
- Verification of SBA loan amount
- Verification of private insurance claim
- Verification of Rapid Repairs cost of repairs

3. A written report certifying award amount and determination:

- Calculation of unmet need amount (based upon assessment of cost to complete provided by another vendor not included in this solicitation)

Eligibility Specialists are expected to provide services including, but not limited to, the following:

- Verify that documents produced by applicants are valid by checking data with official databases.
- Conduct a due diligence review of all documents required for eligibility determination (e.g. identity verification, preliminary title report, and tenant income verification, if applicable).
- Review documents and full homeowner application to determine if eligibility criteria are met (e.g. place of residence, ownership of property).
- Conduct title searches and credit reports as necessary (unit price to be included in cost proposal under the appropriate task deliverable).
- Confirm applicant prioritization bucket assignment based upon income and extent of damage criteria.
- Use existing databases and resources to conduct duplication of benefits analysis to validate the value of post-Sandy housing assistance received by the homeowner.
- Communicate with the Small Business Administration, FEMA and other post-Sandy housing assistance sources for duplication of benefits checked not covered by linked databases.
- Determine a homeowner's unmet housing need based on validated applicant data and identify potential inconsistencies in expected existing resources from other post-Sandy housing assistance received by the homeowner.
- Conduct final grant calculation.
- Regularly update applicant case files to capture the status of a homeowner's eligibility review.
- Communicate to Housing Recovery Specialists any gaps in a homeowner's application.
- Communicate to Housing Recovery Specialists the status and results of an applicant's application.

Eligibility Specialists experience and key skills

- Should have 3+ years experience in eligibility reviews or related field, with a bachelor's degree or greater. A combination of education and relevant experience will also be considered.

- Should have experience in conducting document verification or duplication of benefits checks for government assistance programs.
- Should have strong analytical skills; comfort with complexity and detail; persistence and creativity in gathering data.

Eligibility Supervisors are expected to provide services including, but not limited, to the following:

- Provide daily supervision and administrative oversight to Eligibility Specialists.
- Schedule Eligibility Specialists to ensure full coverage during open hours and to fulfill responsibilities within agreed upon timeframes.
- Engage with Eligibility Specialists to develop a strategy for special needs and challenging cases.
- Offer training and support to Eligibility Specialists as needed.
- Aggregate Eligibility review data for tracking against performance metrics, reporting and compliance monitoring.

Eligibility Supervisor experience and key skills

- Should have 5+ years experience in managing eligibility or financial processing operations (e.g. loan, mortgage or insurance applications), with a bachelor's degree or greater. A combination of education and relevant experience will also be considered.
- Should have experience in conducting document verification or duplication of benefits checks for government assistance programs.
- Should have strong managerial skills, ability to juggle multiple high-priority tasks, make staffing adjustments as required to accommodate customer demand.

Task III: Counseling

The contractor will be required to provide brief counseling services to applicants to help them weigh options available throughout the duration of their case. In approximately 30% of all cases, applicants are expected to require more lengthy counseling. Those cases that require more than three hours of counseling will be defined as 'intensive' cases. Should more than 5% of the intensive cases necessitate more than 10 hours of work, the contractor and HRO will revisit the pricing, which is based on an assumption that the vast majority of cases (70%) will require only brief services (less than 3 hours of counseling time). Applicants will only be eligible for these counseling services on a referral basis. Referrals will be provided by Housing Recovery Specialists using criteria set by the City. Details of the services which the contractor will be expected to provide are below. Contractors supplying these counseling services will be required

to demonstrate familiarity with the concerns and circumstances of the residents and communities of NYC.

Housing Finance Counselors are expected to provide services and deliverables including, but not limited to, the following:

- One-on-one counseling sessions with individual homeowners on the financial implications of their housing assistance options.
 - Deliverable: Signed form(s) indicating session(s) completed with summary of applicants' key concerns and potential for resolution (to the extent permitted while protecting privacy.)
- Plans to understand the objectives of each client as well as the steps needed to meet those objectives
 - Deliverable: Action Plan
- Assistance to homeowners in understanding technical financial terms and concepts, and implications on their choices as they relate to the CDBG Grant Assistance.
- Explanation of mortgages and insurance fundamentals and nuances.
 - Deliverable: Report providing analysis of homeowner's individual financial situation
- Exploration of alternatives for homeowners with a gap in housing funds.
- Additional counseling for applicants with cases requiring more intensive counselor assistance as defined by more than three hours of counseling (Approximately 30% of all homeowners referred to counseling are anticipated to require this level of service).
 - Deliverable: Intensive Counseling Certificate

Housing Finance Counselors experience and key skills

- Should have 3+ years experience in providing financial counseling, with a bachelor's degree or greater. A combination of education and relevant experience will also be considered.
- Should have 2+ years work experience providing counseling services in NYC or comparable municipality in size, demographics, etc.
- Should have knowledge of relevant New York City, New York State, and federal laws and regulations.
- Should have strong communication skills; comfort with high impact, ambiguous, and sensitive cases; and a customer-focused mentality.

Legal Counselors are expected to provide services and deliverables including, but not limited to, the following:

- Provide one-on-one counseling sessions with individual homeowners on the legal implications of their housing assistance options.
 - Deliverable: Signed forms indicating sessions completed with summary of applicants' key concerns and potential for resolution (to the extent permitted while protecting privacy.)
- Assist homeowners in understanding their legal rights and responsibilities with respect to real estate, tenants, etc.
- Develop Action Plan for meeting eligibility requirements for homeowners disqualified for addressable reasons (e.g. lack of child support payments, or lack of property tax payments).
 - Deliverable: Action Plan
- Additional counseling for applicants with cases requiring more intensive counselor assistance as defined by more than three hours of counseling (Approximately 30% of all homeowners referred to counseling are anticipated to require this level of service).
 - Deliverable: Intensive Counseling Certificate

Legal Counselors experience and key skills

- Should have 1+ years experience in providing legal counseling, with a Juris Doctor and admittance to the New York State bar.
- Should have 2+ years work experience providing counseling services in NYC or comparable municipality in size, demographics, etc.
- Should have knowledge of relevant New York City, New York State, and federal laws and regulations.
- Should have strong communication skills; comfort with high impact, ambiguous, and sensitive cases; and a customer-focused mentality.

Special Needs Counseling: Housing Finance Counselors and Legal Counselors are expected to provide services and deliverables for populations requiring specialized services (e.g. the disabled, elderly, mobility-impaired, etc.) including, but not limited to, the following:

- One-on-one counseling sessions with individual homeowners or homeowners with tenants with special needs.
- Exploring support options for homeowners with special needs or homeowners with tenants with special needs.
- Assistance to homeowners in understanding additional regulations to abide by for tenants with special needs.
- Deliverables will be billed depending on type of service provider (either Housing Finance Counseling or Legal Counselor). Both types of counselors will receive supplemental training on assisting applicants with special needs.

Counseling Supervisors are expected to provide services including, but not limited to, the following:

- Provide daily supervision and administrative oversight to Counselors.
- Schedule Counselors to ensure full coverage of referrals within agreed upon timeframes.
- Engage with Counselors to develop a strategy for special needs and challenging cases.
- Offer training and support to Housing Recovery Specialists, Customer Service Representatives and Quality Assurance Specialists as needed.
- Aggregate Counselor data for tracking against performance metrics, reporting and compliance monitoring.

Counseling Supervisor experience and key skills

- Should have 5+ years experience in managing counseling operations, with a bachelor's degree or greater. A combination of education and relevant experience will also be considered.
- Should have 2+ years work experience in NYC or comparable municipality in size, demographics, etc.
- Should have strong managerial skills, ability to juggle multiple high-priority tasks, make staffing adjustments as required to accommodate customer demand.

Task IV: Project Management

The contractor will be required to manage staff in Tasks I, II, and III, in the role of overall project management. The contractor must identify the key personnel (including at a minimum, a Executive Director, Deputy Director(s), Leads for Tasks I, II, and III, with experience as further described below) which will staff this task, and provide their resumes, experience, and references.

The Project Management Team is expected to be composed of the Executive Director, Deputy Director(s), and Leads for Tasks I, II, and III working together to provide services including, but not be limited to, the following:

- Provide end-to-end management oversight for the execution of timely, first-class Customer Operations, Eligibility Review, and Counseling services.
- Provide overall coordination, accountability, and administrative oversight to staff in Tasks I, II, and III, ensuring consistency of service and a seamless customer experience.
- Communicate with HRO and other stakeholders.
- Resolve issues elevated by Task I, II, or III supervisors.

- Amend process flow or procedures as appropriate to achieve faster processing times and higher customer satisfaction based on findings from Quality Assurance Specialists.
- Provide a PMO technical interface to the HRO IT staff that administer the HRO-designated IT system, expected to be built upon a Microsoft Dynamics platform with modules customized by the City.
- Track performance against metrics; submit daily, weekly and monthly reports to HRO and compliance monitoring.
- Responsibility for ensuring that all case management and customer service operations are performed in compliance with HUD and CDBG-DR regulations.

Executive Director experience and key skills

- Should have 10+ years experience in managing large-scale operations in case management, customer service, financial processing operations, or related field, with a bachelor's degree or greater. A combination of education and relevant experience will also be considered.
- Should have 5+ years of disaster response or government assistance delivery experience.
- Should have demonstrated leadership; problem-solving ability; and a customer-focused mentality.
- Should have strong communication skills; ability to manage teams and elicit cooperation.
- Should have strong managerial skills, ability to juggle multiple high-priority tasks, effectively manage program scope and timelines.

Deputy Director experience and key skills

- Should have 5+ years experience in managing large-scale operations in case management, customer service, financial processing operations, or related field, with a bachelor's degree or greater. A combination of education and relevant experience will also be considered.
- Should have 3+ years of disaster response or government assistance delivery experience.
- Should have demonstrated leadership; problem-solving ability; and a customer-focused mentality.
- Should have strong communication skills; ability to manage teams and elicit cooperation.
- Should have strong managerial skills, ability to juggle multiple high-priority tasks, effectively manage program scope and timelines.

Leads for Tasks I, II, and III experience and key skills

- Should have 5+ years experience in managing large-scale operations in their respective tasks, or related field, with a bachelor's degree or greater. A combination of education and relevant experience will also be considered.
- Should have 3+ years of disaster response or government assistance delivery experience.

- Should have strong communication skills; comfort with high impact, ambiguous, and sensitive cases; and a customer-focused mentality.
- Should have strong managerial skills, ability to juggle multiple high-priority tasks, make staffing adjustments as required to accommodate customer demand.

Systems Administrator experience and key skills

- Should have 3+ years experience in systems administration or related field, with a bachelor's degree or greater in information systems, engineering, computer science, or related field.
- Should have strong problem-solving skills, ability to diagnose hardware and software problems and replace defective components.
- Should have ability to interpret and/or discuss information with others, which involves terminology or concepts not familiar to many people; regularly provide advice and recommend actions involving rather complex issues.
- Should be able to work in a fast-paced environment and to respond to urgent situations effectively.

Task V: Providing Facilities for Housing Recovery Centers

The contractor must provide a proposal for providing and setting up Housing Recovery Center facilities. However, the City may opt not to exercise this task at its discretion. Housing Recovery Centers will be used by all Customer Operations staff to meet with applicants face to face.

Housing Recovery Centers are expected to contain features including, but not limited to, the following:

- Provision of multiple sites located across the five boroughs of New York City and easily accessible by public transportation from areas affected by Hurricane Sandy suitable for the provision of services to participants by one week following the contract start date, which is defined below. Please see table below regarding distribution of damaged buildings.
Open for operations during working hours defined by the City (anticipated to be 8am to 8pm Mondays through Saturdays) or obtain prior approval for closures, providing adequate and timely notice.
- Compliance with all applicable New York City and State Sanitary Codes.
- Provision of adequate heat, ventilation and air conditioning, as seasonally appropriate.
- Provision of sufficient daily seating capacity in all areas, including a seated waiting area.

- Adequate space and equipment for staff engaged in program activities, including desks, computers, and telephones. Note that all equipment purchased must be managed appropriately, including maintenance of property records, physical inventory, and control system to prevent lost, damage or theft.
- Provision of sufficient space for all staff out-stationed by HRO.
- Provision of adequate privacy protections for Housing Recovery Specialist discussions with applicants.
- Provision of adequate security.
- Conform to all applicable Federal, State and local laws and regulations regarding the operation of such facilities, and provide all of the equipment, amenities, and ancillary services necessary to adequately perform this scope of work.
- Be fully operational on the start date mentioned herein.
- Compliance with the Americans with Disabilities Act.

Estimated number of buildings by damage severity and geography

Area	Reconstruction	Major rehabilitation	Moderate rehabilitation	Sum of total buildings
Bronx	7	15	226	248
Brooklyn	50	232	3939	4221
Manhattan	2	187	48	237
Queens	519	608	8747	9874
Staten Island	225	666	3074	3965
Grand Total	807	1709	16041	18557

III. Illustrative Housing Recovery Application Flow

The services discussed in this illustrative housing recovery application flow will be provided in conjunction with other contractors (e.g. a contractor providing outreach services or assessments). The scope of services requested by this solicitation is limited to the services specified in Tasks I to V. Other related services (e.g., community outreach, assessment of cost to complete rehabilitation and reconstruction) will be performed by others; however, proposers should articulate their anticipated approach and capability to coordinate with these providers.

Applicant Intake and Case Management

Upon approval of this program, the City intends to undertake a broad three-pronged outreach strategy, building on efforts to date.

- Internet and media campaign to describe program parameters, announce program intake and provide guidance on how to apply
- Community outreach in neighborhoods that sustained damage, continuing to leverage public officials, not-for profit and local community groups
- Direct community-based meetings, discussions and forums to provide further guidance and capture feedback from impacted neighborhoods

Owners of properties damaged by Sandy are expected to register either online, via phone through 311 or by coming to any of the Housing Recovery Program designated locations. Once registered, they would be assigned a **Housing Recovery Specialist** who will accompany the applicant throughout the process.

At a scheduled appointment, the applicant will provide all required documentation to the Housing Recovery Specialist, who will answer questions and guide the applicant through the process. The Housing Recovery Specialist may also provide referrals for counseling (legal, home finance, etc.).

The Housing Recovery Specialist will schedule an assessment expert to visit the homeowner's property to assess the cost to complete rehabilitation. This expert will make an appointment with the homeowner to visit the property after submission of application is complete. The expert will document the required scope of work, type of damage, property size, and calculate estimated costs for use by the program in determining the amount and type of assistance required.

Eligibility Review

The applicant documentation will be thoroughly reviewed by an **Eligibility Specialist** that will perform the following reviews:

- Validate homeowner and property eligibility;
- Conduct all compliance and duplication of benefit reviews and analyses;
- Determine all activities required to finalize financial review (for example, determining follow-up required with SBA, Mortgage Servicer, etc.)

Examples of criteria for which documentation may be required include:

- Ownership (e.g., deed, title)
- Official identification document
- Residence of owner / tenant (where applicable) (e.g., utility bills)
- Level of available assistance, incremental to the City's Housing Recovery Program (e.g., letters from insurance providers, FEMA grant documentation, SBA loan documentation)
- Income (e.g., affidavits, tax forms)

The eligibility review team will then share the results of their review with the Housing Recovery Specialist.

Determination of Unmet Need and Rehabilitation Path

The Housing Recovery Specialist will receive the cost to complete estimate from the assessment expert as well as the financial review file, documenting all resources and assistance already received by the homeowner. Based on these two inputs, the Housing Recovery Specialist will determine the unmet need and will work with the homeowner to determine the most appropriate path for the property in accordance with program guidelines.

The Housing Recovery Specialist will meet in person with the homeowner to describe the options and next steps. The Housing Recovery Specialist will then transition the homeowner to the appropriate path (e.g. rehabilitation for homes with substantial damage or reconstruction for destroyed homes) and ensure a first contact has been made with the representative associated with that path.

Ongoing Homeowner Point of Contact

Each path will provide specific 'customer service' and housing counseling to the homeowner throughout the rehabilitation / reconstruction process. However, an experienced Housing Recovery Specialist will remain as an available homeowner point of contact throughout the entire process.

Targeted Timeline

NYC targets an overall timeline of four to six weeks from receipt of a complete application for assistance to the point of transitioning the applicant to the representative associated with the construction path. This timeline would encompass intake, eligibility review, assessment of the cost to complete, and determination of assistance level and path. Outreach will be undertaken to encourage homeowners to bring the appropriate documentation to achieve a complete application file in the shortest possible timeframe.

IV. CONTRACT CONDITIONS

The contractor will provide (transfer or hire) and manage a staff which will fulfill the Customer Operations, Counseling and Project Management functions in accordance with the requirements above. The contractor will be responsible for the training of all staff on the requirements of the program as outlined in the NYC CDBG-DR Action Plan and accompanying guidelines and procedures, as well as on the HRO-designated IT system, expected to be built upon a Microsoft Dynamics platform with modules customized by the City. Note that the City will be available to train managers and supervisors during the first week following the contract start date, which is defined below. The contractor should plan to train the rest of the staff during the second week following the contract start date, which is defined below.

Housing Recovery Center sites may be provided by the contractor as part of Task V (to be exercised by the City at its discretion), and staffed by Housing Recovery Specialists, Customer Service Representatives, Quality Assurance Specialists, and Customer Operations Supervisors. The contractor must provide office space for Counselors at locations easily accessible to those in areas impacted by Sandy, with meeting spaces for one-on-one applicant meetings in the manner described above. The contractor will also provide and manage staff to fulfill the Eligibility Specialists and Eligibility Supervisors roles. Office space for these staff must be provided by the vendor, equipped with computers and workstations, and may be located outside of NYC.

A summary of facilities requirements, including the party responsible for providing the facilities, are listed in the table below by task.

Task	Location	Party responsible for providing facilities	Equipment required
I: Customer Operations	NYC, accessible by public transportation from affected areas	Contractor, possibly NYC	Workstations (e.g. computers, telephones)
II: Eligibility Review	No requirement	Contractor	Workstations (e.g. computers, telephones)
III: Counseling	NYC, accessible by public transportation from affected areas	Contractor	Workstations (e.g. computers, telephones)
IV: Project Management	Task I, II, and II locations	Contractor	Workstations (e.g. computers, telephones)

Housing Recovery Centers are expected to be staffed for extended business hours, anticipated to be from 8am to 8pm on Monday through Saturday. During those hours staff will provide support to applicants in person, over the phone and through email. The contractor may provide Housing Recovery Center sites as part of optional task V. Housing Recovery Centers will be located within New York City in locations easily accessible to applicants and configured for reasonable intake and processing, as discussed above. Contractor is responsible for providing its own equipment.

A. Contract Terms

The contractor will be needed for the period of two (2) years, anticipated to start June 24, 2013. The City reserves the right to renew the contract for a period of up to two years. Staff for full operations is expected to be on site at designated locations two weeks after the contract start date.

Contractor is expected to cover the entire duration of the NYC housing recovery programs, including all phases of funding. Contractor is asked to provide services and staff for all New York City Housing Recovery Centers. Counseling will be available Monday through Friday, 9am to 5pm, with availability after 5pm and on weekends at some locations. While Contractor may not propose to provide services at only select geographical locations, the City reserves the right to distribute the work in the manner that would be in the City's best interest and on an as-needed basis. Such distribution will be dependent on such factors including, but not limited to, geography, demand, building type, and capacity of the contractor. The initial distribution of the caseload will occur after initial selection but the City reserves the right to adjust the caseload through the life of the resultant contract.

Contractor is encouraged to demonstrate local knowledge and the potential to leverage local organizations where appropriate. Consistent with HUD section 3 goals, vendors are also encouraged to train and hire low- or very-low income residents when appropriate¹.

B. Staffing Levels

Over the course of the two-year contract, staffing levels will vary and require a variable and flexible staffing schedule. The table below provides estimated staffing levels for the entire anticipated citywide caseload as the City anticipates the award of two (2) contracts. However, the contractor will be required to ramp-up / ramp-down staffing as required by the City. The Contractor agrees that the numbers below are anticipated staff levels, and understand that, it is

¹ As per HUD Section 3 regulations

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3

not a representation of actual staffing levels during the course of the resultant contract. Ongoing case management assignments may shift with staffing level changes.

Anticipated Staffing Levels:

Task I: Customer Operations

	6/10/13 – 6/15/13	6/17/13 – 12/31/13	1/2/14 – 1/2/15	1/2/15 – 6/10/15
Housing Recovery Specialists	5-10	50-125	25-38	5-10
Customer Service Representatives	1-2	5-10	5-10	2-8
Quality Assurance Specialists	1-2	2-5	2-5	1-2
Customer Operations Supervisors	1-2	8-13	4-8	1-5

Task II: Eligibility Review

	6/10/13 – 6/15/13	6/17/13 – 12/31/13	1/2/14 – 1/2/15	1/2/15 – 6/10/15
Eligibility Specialists	5-10	35-45	5-10	1-8
Eligibility Supervisors	1-2	4-5	1-2	1-2

C. Miscellaneous

Contractor is responsible for all five tasks discussed herein. Contractor is permitted to enter into agreements with other vendors or subcontractors as required to fulfill the services of this solicitation. The proposal should discuss such arrangements and all partners should be noted in the proposal.

All subcontracts shall be subject to prior approval by the City. The contractor may enter into these contracts to complete the project providing that the contractor remains responsible for all services performed. All restrictions, obligations and responsibilities of the contractor herein shall also apply to the subcontractors. The City shall have the right to request the removal of a subcontractor from the Contract for good cause.

APPENDIX C

NYC Housing Recovery Program Case Management Services

Budget Detail

PIN: 06193H085400 / EPIN: 09613N0004

Task #	Name	Price
1	Customer Operations	\$ 19,605,500
2	Eligibility Review	\$ 9,889,200
3	Counseling	\$ 13,497,613
4	Project Management	\$ 4,182,411
5	Project Management (Other)	\$ 498,539
	Procurement of Housing Recovery Centers	\$ 2,546,301
	Total	\$ 50,219,564

Task I: Customer Operations

Payment will be on a per deliverable basis. Included in the per unit price should be the salary and fringe costs for all staff as required to support completing the deliverables in a timely manner. The contractor's price proposal should address the expected number of participants as laid out in the Price Proposal Summary Form, Attachment B-2.

Task II: Eligibility Review

Payment will be based on a per unit cost and volume completed. Payment will be made upon deliverable of a final report certifying eligibility or ineligibility of each applicant.

Task III: Counseling

Payment will be based on a per case cost and volume completed. Ten percent of total payment will be made upon certification of first visit with a counselor. Remaining payment will be made upon receipt of deliverables for each applicant.

Task IV: Project Management

The bidder will be required to submit its plan and monthly fee for coordinating across functions. The monthly fee will include the cost of the Project Management Team and all associated administrative costs for this contract, excluding facilities expenses in Task V.

Task V: Providing Facilities for Housing Recovery Centers

Payment will be on an OTPS basis, including but not limited to leasing, utilities, furniture, equipment, and maintenance costs.

Quantity	Unit Price	Total
1	\$500,000	\$500,000
5	\$200,000	\$1,000,000
6	\$120,000	\$720,000
12	\$60,000	\$720,000
Subtotal		\$2,940,000
Single Family House Deliverables		
17,000	\$250	\$4,250,000
14,000	\$225	\$3,150,000
13,000	\$200	\$2,600,000
13,000	\$85	\$1,105,000
13,000	\$75	\$975,000
Subtotal		\$12,080,000
Multi Family Building Deliverables		
1,700	\$250	\$425,000
1,300	\$225	\$292,500
1,300	\$200	\$260,000
1,300	\$85	\$110,500
1,300	\$75	\$97,500
Subtotal		\$1,185,500
Systems Deliverables		
10,000	\$250	\$2,500,000
10,000	\$90	\$900,000
Subtotal		\$3,400,000
TOTAL TASK 1 - CUSTOMER OPERATIONS		\$19,605,500

Start-Up Fee (Year 1, Month 1)
Management Fee (Year 1, Month 2-6)
Management Fee (Year 1, Month 7-12)
Management Fee (Year 2, Monthly)

1 Checklist signed confirming key topics discussed at initial applicant meeting
2 Completed Application
3 Confirmation signed that eligibility, assessment, and environmental results communicated to applicant
4 Award agreement signed, case handed to construction
5 Construction completed, case closed

1 Checklist signed confirming key topics discussed at initial applicant meeting
2 Completed Application
3 Confirmation signed that eligibility, assessment, and environmental results communicated to applicant
4 Award agreement signed, case handed to construction
5 Construction completed, case closed

1 Intake form completed
2 Case reviewed and appropriate referrals made

Subtask	Description	Quantity	Unit Price	Total
1	Submission of eligibility written report certifying eligibility/ineligibility of individual applicant, along with all verification of documentation required to reach determination of eligibility, including: Identity, ownership of property; Income; current on property tax; primary residence or presence of year round renters; proof of storm damage; other city required criteria; other federally required criteria	20000	\$296.68	\$5,933,600
2	Submission of written report certifying duplication of benefits verification of FEMA 1A grant amount; National Flood Insurance Program award; SBA loan amount; Private insurance Claim; Rapid Repairs cost of repairs	20000	\$98.89	\$1,977,800
3	Submission of written report certifying award amount and determination	20000	\$98.89	\$1,977,800
TOTAL TASK 2 - ELIGIBILITY REVIEW				\$9,889,200

Item Description	Quantity	Unit Price	Total
1 Signed Forms	3600	\$162.94	\$586,584.00
2 Action Plan	3600	\$651.74	\$2,346,264.00
3 Written Report	3600	\$488.81	\$1,759,716.00
4 Intensive Counseling Certificate*	1080	\$1,086.24	\$1,173,139.20
Subtotal			\$5,865,703.20
<hr/>			
1 Signed Form	4400	\$173.45	\$763,180.00
2 Action Plan	4400	\$1,214.17	\$5,342,348.00
3 Intensive Counseling Certificate*	1320	\$1,156.35	\$1,526,382.00
Subtotal			\$7,631,910.00
TOTAL TASK 3 - COUNSELING			\$13,497,613.20

*Additional counseling for applicants with cases requiring more intensive counselor assistance as defined by more than three hours of counseling

PMO Staffing	Average Loaded Annual Salary	Two-Year Percentage of Total	Total
Executive Director	\$250,000	0.15	\$75,000
Deputy Director	\$200,000	0.05	\$20,000
Program Manager	\$300,000	1	\$600,000
Sr. Analyst	\$100,000	0.2	\$40,000
Analyst	\$85,000	1	\$170,000
Director of Quality	\$200,000	0.2	\$80,000
Dep. Program Mgr.	\$225,000	1	\$450,000
			Subtotal
			\$1,435,000

Eligibility Lead	Average Loaded Annual Salary	Two-Year Percentage of Total	Total
Counseling Lead	134504	0.2	\$53,801.60
Planner	182000	0.2	\$72,800.00
	221212	0.2	\$88,484.80
			Subtotal
			\$215,086.40

Monthly PM Charge (24 months): **\$1,650,086.40**
\$68,753.60

Task Order	Monthly PM Charge (24 months)	Subtotal Labor
Sr. Advisor	1000	\$250
Principal Consultant	2000	\$225
Financial Analyst	1500	\$225
Project Manager	2000	\$225
Sr. Consultant	1500	\$200
Proj. QC Compliance Inspector	1359	\$175
Staff Consultant	1500	\$150
Assoc. Consultant	1200	\$85
Clerical/Processing	3000	\$60
	15059	
		Subtotal Labor:
		\$4,182,411

*Pursuant to approved written Task Order from PMO, with specific deliverables: Provide additional support to Program Management analytics, policy evaluation, perform fiscal and budgeting trend analysis, perform Quality Control audits and oversight, conduct management reviews, review/audit or conduct construction compliance, organize and manage central document control, provide support to the Uniform Relocation Act, participate in the Process Improvement Task Force activities, provide liaison to the IT Change Control Board, develop and execute a Financial Tracking and Controls Plan, develop and execute a Grant Award Management and Tracking Plan, and perform other related duties as specified in a PMO Task Order.

	LAB	PER	ONTON	Cost
Postage	\$8,960.00	\$500.00	\$0.00	\$9,460.00
Printing	\$3,282.03	\$3,000.00	\$0.00	\$6,282.03
Supplies	\$1,696.00	\$1,000.00	\$0.00	\$2,696.00
Training	\$100,404.00	\$20,000.00	\$0.00	\$195,404.00
Travel	\$6,666.67	\$15,000.00	\$263,030.00	\$284,696.67
Other* - To Be Determined				
Subtotal	\$121,008.70	\$39,500.00	\$263,030.00	\$498,538.70
TOTAL TASK 4 - PROJECT MANAGEMENT				\$4,680,950.10

*The following had been identified by the City as possible add-ons. Given unknown quantities of services to be provided, they are estimated on a per transaction basis:
 Scanning: \$.19/image
 Title Search (not including insurance): \$75/participant
 Fulfillment (1 page with no business reply envelope and postage as pass thru cost)
 Notary Services: \$2/document
 Subject Matter Expertise on a consulting basis as needed

Category	Rate	Cost
Cleaning		\$720,000
Computers		\$125,000
Equipment Purchase		\$24,000
Equipment Rental		\$25,000
Furniture		\$75,000
Facilities Insurance		\$100,000
Maintenance		\$10,000
Renovations		\$5,000
Rent		\$767,711
Repairs		\$20,000
Telephone		\$30,000
Utilities		\$60,000
Other		\$0
	Subtotal	\$1,961,711
<hr/>		
G&A	18%	\$353,108
Fee	10%	\$231,482
	Subtotal	\$584,590
TOTAL TASK 5 - FACILITIES		\$2,546,301

APPENDIX D



II. Program Proposal

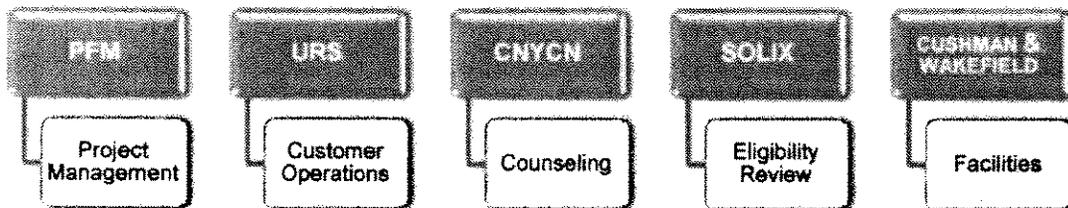


Section II – Program Proposal

Executive Summary

The PFM team proposes to provide end-to-end case management services in support of the New York City housing recovery programs offered through the Mayor's Office of Housing Recovery Operations (HRO). We are dedicated to providing operational excellence and high quality client services in support of the NYC Houses Rehabilitation Program and the Multi-family Building Rehabilitation Program (HRO Programs).

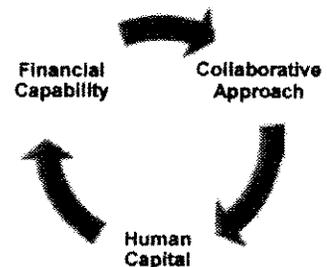
Supporting recovery initiatives like the HRO Programs is what we do best. As importantly, *many of our team members were personally and significantly impacted by the devastation of Superstorm Sandy*. Accordingly, we will perform our role with compassion, care and understanding.



The PFM team is uniquely qualified because the firms provide complementary skills that align well to perform key roles:

- Public Financial Management (PFM), a trusted partner to New York State and City governments for financial oversight and project management, will ensure the available funds are well-managed.
- URS Group, Inc. (URS) brings deep expertise in CDBG-DR program administration and disaster recovery mobilization. They will ensure the program remains responsive to demand and that funds are optimally deployed.
- Center for New York City Neighborhoods (CNYCN) brings deep knowledge of local housing issues and outreach strategies, momentum in Sandy outreach to multi-cultural populations and existing organizational infrastructure to train counselors and oversee distributed case management work. They will ensure that homeowners and displaced residents receive advocacy according to diverse needs.
- Solix, Inc. (Solix) is an expert in high volume applicant eligibility determination, specializing in administration of programs that serve low-income and disparate populations. They will minimize the interval between application and award decisions and deliver award recommendations that stand up to public scrutiny for fairness and accountability.
- Cushman & Wakefield, New York City's largest property manager, will help identify Housing Recovery Center facilities.

The PFM team, with its extensive resources, is particularly qualified to meet HRO requirements; further, our team has the financial means to ensure continuity of service while the City manages the HRO Programs within the CDBG-DR grant disbursement process. Our collaborative approach will provide superior flexibility and coordination in support of HRO objectives and goals. In particular, our communications plan will ensure that we identify and communicate trends, issues and concerns, to the HRO and other stakeholders ahead of the curve.



Section II – Program Proposal

Experience

TASK I: CUSTOMER OPERATIONS - URS

Overview of Related Past Experience

URS brings deep expertise in CDBG-DR program administration and disaster recovery mobilization, with engineering expertise to smoothly link these services with ensuing repair, mitigation and construction work. URS will ensure the program remains responsive to demand and that funds are optimally deployed to reduce risk in future storms. The team assembled for NYC offers proven program management and field qualifications that meet and exceed the requirements described and requested in the Request for Proposal (RFP).

URS developed a Programmatic Process Flow for the Texas General Land Office in support of Hurricane Ike/Dolly CDBG-DR Housing Recovery Program. It followed the major phases of the program including Operational Planning, Outreach, Intake, Eligibility, Environmental, Pre-Construction, Construction Management and Close-out. Supporting each of these major phases are elements that are required to meet the CDBG-DR requirements and mutually support a cohesive program process.

The Mississippi Development Authority contracted with URS to provide program management services, consisting of application intake, application processing, eligibility review, title services, environmental review, field investigations and data management services in support of the Small Rental Assistance Program (SRAP) for Mississippi residents and rental property owners that were impacted by Hurricane Katrina. URS processed a total of 1,861 applications disbursing more than \$118 million in program funding. These programs represented a pivotal component in the redevelopment of the post-Katrina Mississippi Gulf Coast. Aggressive goals for disbursement of these grants were set by the Governor's office and State Legislature. An agreement had to be reached with ten separate state and field agencies to streamline the review and approval process.

URS' unsurpassed relevant experience includes developing the approach to respond to large scale CDBG-DR programs in the wake of Katrina, Dolly, and Ike

Intake Operations

URS' past experience has shown that using an individual case management approach is critical to the success of housing programs. URS developed the first case management model used in HP-CMIS Mississippi after observing the catastrophic problems that the state's previous contractor was having with program delivery, because applicants were not directly involved in the process. When URS took over the programs, they immediately implemented a counseling-based approach consisting of a one-on-one relationship between a case manager and the applicant. The applicant's case manager was their single point of contact for guidance, information and status updates.

This personal interaction with applicants helps them understand the details of complicated CDBG programs, and it makes for more efficient application processing. Additionally, by using this unique personal consultation model, NYC will save substantial program administrative dollars, because ineligible and duplicative applications will be disqualified early in the process. The use of a case management model also vastly improves application accuracy and viability and reduces appeals, because an experienced individual will guide applications from intake through completion.

A personalized case management approach has allowed URS to work directly with homeowners during application intake, processing and the construction phases. URS's focus is always to facilitate applicant choice, while ensuring quick and efficient processing. To that end, URS uses a production-driven model with automated benchmarks and timelines to ensure that it achieves the desired result - providing each eligible applicant with superior levels of service leading to the best possible housing solution.

Issue Resolution Operations

URS had to overcome substantial coordination issues with the local governments due to constantly changing Flood Insurance Rate Maps (FIRM) caused by the rapidly changing conditions after Hurricane Katrina. Working with the Federal Emergency Management Agency (FEMA) and local governments, URS was able to utilize the digital FIRMs to project any upcoming new requirements and make adjustments



Section II – Program Proposal

before construction projects were initiated. Other issue resolution items included development of a programmatic agreement with federal, state, local and tribal agencies that were stakeholders in the National Environmental Policy Act review process. The renegotiation of the programmatic agreement reduced the time required by the State Historic Preservation Office to review the findings by more than 75 percent, and in many cases cut the overall review time in half.

Quality Assurance Operations

URS has a robust quality assurance (QC/QA) program used with several federal and state contracts. Its quality management program is built on an extensive corporate history of implementing highly successful disaster response accomplishments. The quality assurance approach begins with hiring qualified staff and has continued to evolve by applying lessons learned to improve operations.

The QC/QA review process for this type and this scale of project is not new for URS. As part of the \$5.4 billion funding allocation from CDBG-DR for Hurricane Katrina damages, the Elevation Grant Program (EGP) was a HUD CDBG-DR funded program that provided grants to Mississippi homeowners to defray the costs of elevating their homes above the base flood elevation in high hazard areas. EGP awards were classified as additional assistance available to homeowners who received funding from the separate Homeowners Assistance Program, and were required to elevate because of changes in federal flood maps. URS processed a total of 3,266 applications representing \$70.5 million in EGP grant funding. The team provided program management, including data management, field investigations and environmental reviews in order for applicants to receive funding and construct their projects. As part of program guideline development, URS created a data management and geographic information system designed to streamline the approval process and move in a rapid, efficient manner so the applicants could receive their funding in a timely manner.

As another example, URS is part of a joint venture, the Partnership for Response and Recovery (PaRR), created solely to fulfill the FEMA Housing Inspections Services (HIS) Program's mission. PaRR exists for one purpose: to assess disaster survivors' homes so FEMA can determine if they qualify for federal assistance. PaRR does this as efficiently and effectively as possible with courtesy and sensitivity to the trauma that the survivors may be experiencing. During its twelve-year tenure supporting the HIS Program, PaRR's team has:

- * Responded and supported 175+ disasters and completed more than 3.6 million inspections;
- * Hit the HIS Program's peak production day of 19,000 inspections and sustained a production rate of 15,000+ inspections for 47 days in a row during the 2005 hurricane season;
- * Assembled a highly qualified and experienced management and operations staff, many of which make up the inspection industries best subject matter experts; and
- * Engineered highly automated, efficient and scalable processes that support the preparedness and disaster response requirements under the contract.

PaRR has two modes of operation: either maintaining a constant state of readiness or activated (i.e., setting up field operations, inspecting, checking the work and reporting on efforts) until released by FEMA. This dual-pronged operational approach is documented and delivered in accordance with the ISO 9001:2008 certified Quality Management System (QMS) that governs PaRR's operations (including people, processes and tools), which were specifically built to support the HIS program.

PaRR's quality control process ensures non-conforming products are identified and corrected to prevent timing, quality and/or processing errors. Seven activities are key to PaRR delivering conforming inspections by identifying and correcting non-conforming inspections:

- * Error Checking
- * Field Review
- * Inspections Review
- * Quality Control Inspections
- * Post Submission Ad-hoc Review
- * Desktop Review
- * Corrective Action

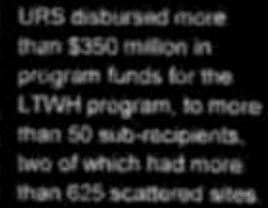


Section II – Program Proposal

Addressing Needs of Diverse Clientele

URS conducted a CDBG-DR Needs Assessment for the Lower Rio Grande Valley, resulting in large-scale target areas and implemented outreach activities utilizing local Non-Profit Housing Organizations. The Valley was severely impacted by Hurricane Dolly and three additional hurricanes. With the highest concentration of poverty in the United States, the area created unique challenges for managing a federally funded housing recovery program. URS's experience developing trusting relationships with applicants was critical to the success of the housing program.

The Long Term Workforce Housing (LTWH) program provided grants and loans to local units of government, non-profits and for-profit organizations to provide long term affordable housing in Hancock, Harrison, Jackson and Pearl River counties on the Mississippi Gulf Coast that were impacted by Hurricane Katrina. The LTWH program assisted individuals with low or moderate incomes attain adequate housing, destroy and prevent slums and blight and assist communities with rapid recovery due to an immediate threat to the well-being of the residents. URS disbursed more than \$350 million in program funds for the LTWH program consisting of more than 50 sub-recipients or grantees in a two-year period. Two of the sub-recipients, which were non-profit organizations, had more than 625 scattered sites.



URS disbursed more than \$350 million in program funds for the LTWH program, to more than 50 sub-recipients, two of which had more than 625 scattered sites.

Mississippi Development Authority contracted with URS to provide program management services, consisting of field investigations and environmental reviews for these sites to meet the HUD-required standards. Past criticisms of recovery programs suggest that those who have the least ability to recover from a disaster - those with incomes of 30 percent and less than (AMFI), which frequently include elderly residents and persons with special needs - do not participate in recovery programs because of the complexity of the eligibility process and lack of information distributed in channels they frequent. The URS team listened and worked closely with each applicant to ensure that every eligible home owner or renter was able to apply for assistance. URS initiated extended training to local organizations because URS has learned that expanding community support systems can engage additional applicants.

TASK II: ELIGIBILITY REVIEW - SOLIX

Overview of Related Past Experience

Solix will perform eligibility review services for the NYC Housing Recovery programs. Solix is a business process outsourcing firm specializing in high volume eligibility determination programs for low-income populations and complex government program administration services.

Solix designs, implements and manages a wide spectrum of complex governmental and quasi-governmental public benefit programs at both the federal and state levels. Eligibility determination is at the core of their expertise. They excel at applicant qualification processing in accordance with statutory and regulatory requirements, and agency-approved operational procedures, including eligibility reviews for programs with high volumes and complex qualification criteria.

Solix possesses significant experience in providing program eligibility reviews for state and federal government agencies. Although all of its work relates to public benefit programs, Solix is especially proud of opportunities where they have been able to provide assistance to disaster victims. In May of 2010 the state of Tennessee was hit with a severe flood and areas were declared a Federal Disaster. Solix was approached to devise a plan to expedite the process for approving subsidized cellular phone service. In addition, it was critical to be able to uniquely identify the appropriate people in this process. Solix quickly modified the system to allow for this unique approval process only for this specific customer base. Solix then deployed an on-the-ground team that worked with the customer on-site performing instant approvals, so that victims of the flood could obtain immediate cell service at the disaster relief shelter, rather than waiting a week or more for access to service.

Another example is Solix's implementation of the Federal Communications Commission (FCC)'s orders to help schools, libraries and health care providers impacted by Hurricane Katrina. Solix immediately appointed one of its most experienced managers as an overall process manager. The Solix team developed a list of all schools and libraries eligible as affected entities based on their zip code to prevent

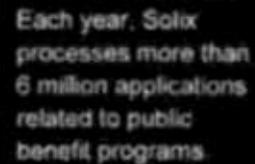


Section II – Program Proposal

waste, fraud and abuse and ensure only those entitled to Hurricane Katrina Relief under the FCC Order were awarded funding. Solix also made numerous systems changes to implement the Order including extending the filing window, allowing for waivers of FCC rules and systematically prioritizing Katrina applications. Before any applications were reviewed, all staff were trained and certified to review Katrina Relief applications consistent with the Order. Solix developed detailed reporting of all Hurricane Katrina Relief requests, funding commitments and disbursements. Further, Solix contacted all Hurricane Katrina Relief funding recipients after disbursements reminding them that if they received duplicate funding from insurance or other means that they were obligated to return their schools and libraries funding consistent with program requirements.

Eligibility Review Operations

Solix has 15 years of experience providing a range of eligibility reviews, eligibility determination, application processing and fiscal agent duties for state and federal government agencies. Solix processes incoming and outgoing mail, route and scan applications and supporting documentation, reviews applications, and examines documentation for data verification and eligibility determination. Managing the eligibility review process for government agencies requires in-depth knowledge of program rules and requirements, careful analysis of supporting documentation and both oral and written communications with applicants.



Each year, Solix processes more than 6 million applications related to public benefit programs.

For example, in a typical year managing the LifeLine discount program for the state of California, Solix conducted eligibility audits for 60,000 customers, examining detailed documentation to verify program eligibility and to test the validity of self-certification statements. For a low-income grant program for the state of Texas, Solix manages the applicant enrollment process and reviews supporting income documentation (income tax returns and utility invoices) to verify program eligibility. We match 7.2 million utility customer records each month with 6 million Texas health and human services records to verify eligibility for this state grant program.

As evidence of its expertise and innovation in this area, Virgin Mobile sought Solix's assistance in introducing a pilot program providing subsidized wireless cellular service for low-income populations. By designing and implementing successful processes for dealing with the challenging exposure to waste, fraud and abuse and rapidly scaling eligibility review capacity, Solix enabled Virgin Mobile to proceed with an aggressive national rollout. Since then, Solix has helped [other wireless carriers] to implement similar programs.

For the \$2 billion federal E-Rate program, Solix reviews applications from 100,000 schools and libraries each year, evaluating eligibility against defined criteria and assessing their proposed expenditures against the permissible uses of program funds.

Clearly, the PFM team has the requisite administration experience to support New York City in all aspects of the program and in anticipating and avoiding potential roadblocks. As demonstrated in the following sections, this experience will allow for a timely and effective implementation, and our management approach will provide the on-demand flexibility and capacity that the environment demands.

Sources of Data for Documentation Verification

Solix reviewers analyze application information and determine whether the supporting documentation (identity, income and property location) justifies the information provided on the funding request application form. As evidence of qualification based on income, we examine documents including regular paychecks, unemployment, alimony, pension, Social Security and other retirement income. Solix verifies the identity of applicants and their primary residence or property ownership by using information such as:

- Birth Certificates
- Marriage or Civil Union Partnership Certificates (or naturalization papers indicating marital status)
- Passports
- Income Tax Returns
- Utility Invoices



Section II – Program Proposal

- * Bank, Mortgage, Lease, Credit Card documents
- * Property Tax Statements
- * Veterans Affairs Release, Eligibility Certification Statement, and Proof of Residency
- * SSA Disability Determination, Medicare Card, Eligibility Certification Statement

The table below outlines some of the documentation types and verification sources that Solix uses:

TYPE OF DOCUMENTATION	SOURCE DOCUMENTATION	VERIFICATION SOURCE
Identity	U.S. Passport, Driver's license, government-issued ID card	Identity Verification (IDology, Inc.)
Ownership of Property	Deed, property tax record, homeowners insurance	Property title and encumbrance reports (Old Republic Title)
Income	Wage statements, interest statements, and unemployment insurance statements, alimony, pension, Social Security, other retirement income	Employers, banks, the U.S. Social Security Administration, and public assistance agencies
Current on Property Tax	Property tax statement	Municipal property tax records; real estate tax status records (Old Republic Title)
Primary Residence (or Presence of Year-Round Renters)	Mortgage, Lease documents, property tax statements, income tax returns, utility invoices	Municipal/County property tax records; real estate tax status records (Old Republic Title); credit check (Old Republic Credit Services)

Government Assistance Duplication of Benefits Checks

Solix monitors the programs it administers for state governments to ensure that grant funding is always provided at the appropriate level and that duplicate payments are never made, requiring applicants to certify that any assistance requested does not duplicate any other assistance they have received or expect to receive.

In one program, to safeguard against duplicate funding (consistent with program requirements), Solix implemented an outreach program to contact all Hurricane Katrina Relief funding recipients after the disbursements were made. Solix staff counseled recipients in regard to duplicate funding; that is, funding from different sources intended for the same purpose was not permitted. This process ensured that applicants that may have received duplicate funding from insurance or any other source, they would be aware up front, rather than potentially undergo an unexpected reduction of funding at a later date. In other programs, Solix performs complex, automated matching processes to ensure that no duplicate discounts are awarded. After running the eligibility and duplicate elimination processes, approximately 20 million discounts are awarded annually.

Solix uses on-staff Certified Fraud Examiners (CFEs), to monitor program activity for patterns and anomalies that are potential indicators of waste, fraud and abuse, and we have experience running whistleblower hotlines and conducting heightened scrutiny reviews and investigations.

Knowledge of Community Development Block Grants – Disaster Response Guidelines

The PFM team offers outstanding relevant experience for CDBG-DR funded housing incentive programs. Experience with catastrophic recovery housing programs after Hurricanes Katrina in Louisiana and Mississippi and Hurricanes Dolly and Ike in Texas allow us to develop significant capabilities, processes, procedures and trained personnel that prepare us to address the challenges of the NYC Housing Recovery. In fact, we have developed many of the operational themes that are recognized by HUD as best practices. We understand the intensity and complexity of undertaking large-scale, housing recovery



Section II – Program Proposal

programs, and have a well-developed program management process supported by key leaders with the experience needed to rapidly mobilize, train and execute the program.

TASK III: COUNSELING - CNYCN

Overview of Related Past Experience

The PFM team includes the Center for New York City Neighborhoods (CNYCN), which brings deep knowledge of local housing issues and outreach strategies, momentum in Sandy outreach to multi-cultural populations and existing organizational infrastructure to train counselors and oversee distributed case management work. They will ensure that single- and multi-family homeowners and displaced residents receive advocacy according to diverse needs.

Given the implications of Superstorm Sandy in the lives of the City's homeowners, CNYCN acted quickly to help impacted homeowners and the community-based organizations who serve them. Adding to the urgency was that many of the coastal neighborhoods in Queens, Brooklyn and Staten Island that were ravaged by the storm are the same areas where pre-Sandy foreclosure rates were among the highest in the City.

CNYCN launched and administered the Neighborhood Recovery Fund (NRF), a grant/loan fund offering up to \$5,000 to Sandy-affected homeowners. CNYCN has assisted over 150 homeowners through the NRF and expects to assist at least 125 additional homeowners with new funding received recently. All of these homeowners received counseling from service providers within CNYCN's network.



CNYCN has already helped 1,000 homeowners in diverse neighborhoods with housing and legal counseling following Superstorm Sandy.

Housing Laws and Regulations

CNYCN has successfully managed funding from New York State, New York City and a wide variety of foundation and corporate funders. They provide regular monthly trainings to housing counselors, paralegals and attorneys, offer technical assistance to organizations and have developed a certification program and a mentoring program for housing counselors and paralegals.

CNYCN has the experience to properly manage all aspects of large, complex case management programs, from project implementation, to fiscal oversight, to reporting. For the programs they currently administer, CNYCN requires that their housing counseling and legal services partners demonstrate the effectiveness of their programs by submitting bimonthly data reports, providing demographic information, loan information, services and outcomes. They also visit the work sites of each partner to interview staff and conduct program evaluations.

Counseling Capacity

As the central hub of a large community-based housing counseling network, CNYCN leverages private and public resources to ensure that homeowners have access to high quality foreclosure prevention services. CNYCN's unifying role allows it to provide streamlined funding, services and communications between homeowners, lenders and funders; design and implement new initiatives and programs; highlight neighborhood and citywide trends and promote systemic reforms to encourage household stability.

Over the past five years, CNYCN and their partners have assisted over 18,000 homeowners at risk of foreclosure, helping them to assess their options, form strategies and manage this stressful situation. At the peak of the foreclosure crisis in 2008, the 26 CNYCN network partners provided legal and housing counseling services for nearly 6,000 new intakes in addition to the current clients already being assisted. Currently, the 38 network partners assist about 1,000 clients per month with foreclosure prevention services and Superstorm Sandy issues, with the ability to quickly scale up to provide service to many more homeowners. These 18,000+ homeowners reside in neighborhoods across the city's five boroughs, representing the full spectrum of the City's diverse population – from all racial and ethnic backgrounds, young and old, individuals and families, as well as low-to-moderate income.

In addition to providing support for foreclosure prevention counseling, CNYCN currently directly provides or oversees a total of nearly \$1.7 million in grants to 17 housing and legal services organizations to work with homeowners whose properties were damaged by Superstorm Sandy. Through this funding, the CNYCN network has already helped over 1,000 homeowners by providing housing counseling and legal



Section II – Program Proposal

services, including the following selected activities: assisting with FEMA, the Small Business Administration (SBA) and other government benefit applications; negotiating mortgage forbearances and modifications; assessing whether to rebuild, elevate or relocate; avoiding contractor fraud and other scams; and navigating insurance, FEMA and SBA appeals. Since many of the neighborhoods affected by Superstorm Sandy are located in the areas hardest hit by mortgage defaults and foreclosure, the CNYCN network quickly learned about relief programs and procedures to assist current and new clients with the additional hurdles to homeowner stability caused by the storm.

Experience with Local Communities

CNYCN's network of counseling organizations is entrenched in the local communities they serve, with strong ties to these communities and with knowledge of their specific and emerging needs. Through its partner organizations, as well as through its direct programs, CNYCN is connected with these residents and understands the housing challenges they face and the resources they need.

Department of Housing and Urban Development CDBG Disaster Response Guidelines

The PFM team has extensive experience with HUD and CDBG-DR guidelines. To bolster this capacity, CNYCN has a consultant with deep experience in CDBG guidelines to support its staff. Additionally, CNYCN's Director of Lending, Matthew Hassett, previously worked on the City of New York's Neighborhood Stabilization Program (NSP) 1 and 2 at the Department of Housing Preservation and Development.

Addressing Needs of Diverse Clientele

CNYCN serves a diverse collection of NYC residents. They represent the spectrum of the City's diverse population, all ages, incomes, household makeup, racial and ethnic backgrounds. CNYCN's network of partners provides support for languages including Spanish, Russian, Mandarin, Cantonese and Haitian Creole.

Task IV: Project Management - PFM

Overview of Related Past Experience

The team is led by PFM, a trusted partner to New York City government for financial oversight and project management, which will ensure that available funds are well-managed. Founded in 1972, PFM is the nation's top ranked independent financial and management advisory firm to state and local governments. The City of New York (as well as the State of New York) is a long-time PFM client for both financial advisory and management and budget consulting services, and PFM is currently qualified under a State of New York master contract. PFM's corporate headquarters are in Philadelphia, Pennsylvania, and it maintains three offices in the State of New York, including an office in Lower Manhattan.

PFM is qualified under the Federal General Services Administration's master contract for Financial and Business Services (FABS) schedule for grants management. PFM was also recently selected by HUD to be the Administrator of the National Resource Network, a new federal program to assist distressed cities around the country. Further, PFM has vast experience managing sub-contractors and was recently selected to administer a State of New Jersey \$300 million grant program for businesses impacted by Superstorm Sandy, leading a consortium of firms (including Solix). The PFM team's core capabilities include:

- Providing program management and grant application services where applicant qualification/eligibility determination is a key component;
- Rapidly designing and implementing comprehensive solutions to efficiently administer complex processes with a focus on customer satisfaction;
- Employing skilled and experienced personnel to work with clients to ensure achievement of policy and operational goals;
- Providing end-to-end customer communications, including outreach, initial contact, education, process support and follow-up;

PFM was recently selected by HUD to be the administrator of the National Resource Network, a new federal program to assist distressed cities around the country.



Section II – Program Proposal

- Deploying proven, proprietary web-based systems and platforms to securely collect, process and protect program information; and
- Ensuring program integrity through process controls and reviews to minimize the potential for waste, fraud and abuse.

Key Personnel

The PFM team is led by two former State Budget Directors who, collectively, have over half a century of government experience. As a result, the team brings a depth of expertise across a broad range of programs and services. This includes experience with service delivery, financial management, process improvement and federal compliance. It has included work with other governments grappling with the impact of major natural disasters, including the City of New Orleans in the weeks and months after Hurricane Katrina and the States of New York and New Jersey after Superstorm Sandy.

Government Assistance Programs

As discussed in detail throughout this proposal, the project team that PFM has assembled has designed, implemented and continues to manage a wide spectrum of complex governmental and quasi-governmental public programs at all levels of government. Together, we have a deep bench and breadth of experience that allow us to deliver a comprehensive and scalable solution to HRO starting on HRA's target date of June 24th.

Department of Housing and Urban Development CDBG Disaster Response Guidelines

Our team, as previously discussed, has extensive experience with HUD and CDBG-DR guidelines and federal program compliance and reporting, which, which will ensure that federal rules and regulations are understood and followed at all points in the project – from initiation and implementation through close-out and reporting.

Proposed Technical Approach

Our approach brings the HRO many tangible benefits, including a proven project methodology, training capability and organizational breadth, allowing us to mobilize and support the housing recovery programs in real-time, with capacity to scale to volume fluctuations. Our deep pool of resources includes broad-based subject matter expertise to fully support all aspects of housing recovery case management.

ON-BOARDING AND TRAINING STAFF

Deploying a Scalable Team of Skilled Professionals

A flexible and scalable approach for processing HRO Program applications begins with putting the right people in place. The functions associated with application processing will require the ability to effectively manage surges in workload. In particular, the PFM team has a critical mass of highly qualified customer service and review staff that is ready to support the HRO immediately upon contract award. To handle the expected volumes of applications, we will draw on our demonstrated ability to rapidly develop effective training programs and performance monitoring systems to seamlessly integrate additional resources as needed.

Given our size and flat organizational structures, we have a unique ability to provide large company capacity coupled with the flexibility and responsiveness of a smaller company. We have extensive experience determining the staff and resources needed for large-scale projects, and we are skilled at quickly adjusting resource levels, on both planned and unplanned bases, while continuing to provide superior levels of service.

The PFM team will provide timely and flexible responses to peaks in work volumes. Our ability to quickly augment with experienced staff is particularly important for handling increased activity levels that often accompany significant program-related changes, business cycles or one-time events. The stability of our workforce allows us to retain experience in more

Last year, we rapidly and seamlessly scaled operations for a client to manage an increase in application reviews from 1 million+ to more than 4 million.



Section II – Program Proposal

Training Staff on the HRO-Designated System

The PFM team will ensure that all program staff has sufficient training materials and tools in order to learn to use the HRO-designated system efficiently and effectively. Using a "train-the-trainer" method, Task Leads (who have undergone training from the City's system developers) will deliver the same training to their supervisors, who will subsequently train their staff. System training will incorporate comprehensive instructions appropriate to each role, including application intake, quality assurance and eligibility review.

SET-UP OF HOUSING RECOVERY CENTERS TO FACILITATE EASE OF APPLICANT FLOW AND PROVIDE ADEQUATE WORKSPACE FOR EACH FUNCTION

Housing Recovery Centers

All other aspects of HRO Program operations will occur at the city-based Housing Recovery Centers. We will first seek municipal options, where suitable public property may not be available. Where that is not an option, we will work with Cushman & Wakefield and leverage the team's New York City knowledge and influence to negotiate favorable arrangements in commercial space. As the largest property manager in New York City, Cushman & Wakefield is uniquely positioned to provide locations for Housing Recovery Centers to meet HRO Program needs.

Using the estimates of personnel needs and relative need in each borough as discussed in the RFQ and in the NYC Action Plan, we are working with Cushman & Wakefield to provide optimal locations in each of the five boroughs for the duration of the engagement. These facilities will be easily accessible to public transportation, and will be accessible to disabled individuals.

In order of most affected to least affected, we estimate square footage requirements in each of the five boroughs as follows:

- * Queens – 14,500 sq. ft.
- * Brooklyn – 10,000 sq. ft.
- * Staten Island – 3,500 sq. ft.
- * Manhattan/The Bronx – 1,000 sq ft.

We note that the City may or may not elect to include Task V in the scope of the contract that results from the RFP. Further, we greatly value the input of the HRO and other program stakeholders in regard to Housing Recovery Center locations. As such, we recommend that the City review and approve the locations of the HRC Facilities before any leases or other legal documents are signed. We assume that, for a two-year term, it will likely be necessary to sublease space. *We will devote our best effort* to secure satisfactory space, at the lowest possible rate, without need of renovation that is coterminous with the term of the lease. Please see the Appendices for information regarding select Cushman & Wakefield inventory.

Existing Facilities

Solix will operate from their facilities in Northern New Jersey, 25 miles west of New York City. The company currently occupies 66,000 square feet of office space in the Lanidex Plaza West office complex.

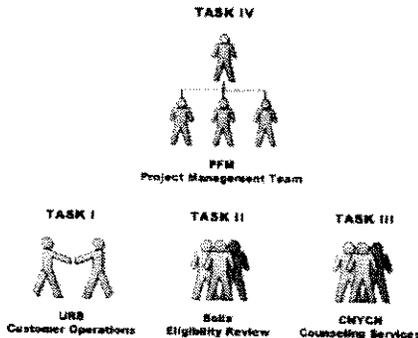
CNYCN's partners have facilities throughout the City's five boroughs. In some instances, it may be beneficial to applicants for counseling sessions to be conducted on-site at these existing locations, with which they may already be familiar due to previous services rendered, related to foreclosure-related or Sandy-related assistance.



Section II – Program Proposal

PROCESS FLOW, KEY STEPS AND ANTICIPATED TIMING OF KEY STEPS

HRO Program Process Flow



Process Flow and Key Steps

As depicted in the HRO Program Process Flow graphic above, the PFM team, which comprises four entities – PFM as project manager, URS providing customer operations services, Solix performing eligibility reviews and CNYCN overseeing counseling referrals within their substantial network – will work in tandem to achieve HRO Program objectives and goals.

Task I

First, individuals who apply for HRO Program benefits will be assigned a Housing Recovery Specialist, who will be their single point of contact throughout the application process, working with patience and persistence to understand applicant needs and concerns. Housing Recovery Specialist key steps include opening a case, entering applicant data into the HRO-designated system, and providing all required deliverables to document that milestones have been achieved. At the end of the application process, Housing Recovery Specialists will close out applications in the system. Customer Service Representatives will answer general inquiries, help problem-solve and escalate issues to Customer Operations Supervisors. They will support the Housing Recovery Specialists and work diligently to resolve applicant issues or roadblocks.

Quality Assurance Specialists will monitor work products using agreed-upon quality standards to ensure timeliness, completeness, accuracy, consistency, and accessibility. They will conduct quality planning and provide monthly performance reviews, which will result in “lessons learned” to serve as a basis for adjustments and improvements to processes. The Quality Assurance Specialists will provide a measure of oversight, in that 1) they will ensure policies and procedures are in place and are being followed and 2) they will ensure that adequate controls are in place to comply with CDBG, federal and state requirements.

Task II

Completed applications will move on to eligibility review. Solix’s Eligibility Specialists will review applicant files, which will include a completed application and all necessary supporting documentation, via the cloud-based HRO-designated system under direction of the Eligibility Supervisors. Should there be any reason to contact applicants for additional documentation or clarification, the Eligibility Specialists will notify the applicant’s Housing Recovery Specialist. Components of the eligibility review include verification of document validity, due diligence review of documents, title search, credit report, duplication of benefits check, applicant prioritization (in accordance to income-level and level-of-need), determination of unmet need and the final grant calculation.

Task III

In accordance with agreed-upon procedures, Housing Recovery Specialists will refer applicants to CNYCN for counseling. CNYCN will leverage the extensive experience of its network of housing counselors and legal service providers to develop referral guidelines for Housing Recovery Specialists



Section II – Program Proposal

and to ensure that cases requiring more long term and intensive services be referred to established community and not-for-profit organizations that already exist within their infrastructure. Once counseling services are, for purposes of the HRO Programs, complete, Counselors will provide information back to the applicant's assigned Housing Recovery Specialist. As some clients will need additional advice and support beyond the key deliverables required, CNYCN will utilize its network to ensure that ongoing support is available and will also require reports on supplementary services delivered and outcomes achieved. The counseling process entails:

- Establishing screening protocol to ensure appropriate referrals;
- Conducting one-on-one counseling to refer applicants at local site;
- Counselors will identify clients' individual needs, which may include mortgage, title, insurance benefits and CDBG fund eligibility issues. Legal counselors will also provide advice on legal rights and options for their specific situation; and
- Producing required counseling session sheet and Action Plan at the completion of an individual counseling session.

As a value-add, CNYCN will provide additional ongoing support to achieve the objectives identified in the Action Plan, note additional support provided and record outcomes achieved.

Task IV

The Project Management team, composed of an Executive Director, a Deputy Director and Task Leads for Customer Operations, Eligibility and Counseling, will provide end-to-end management oversight, ensuring coordination of effort, accountability, consistency of service and a positive customer experience.

The Project Management team will resolve issues escalated by supervisors and revise processes and procedures in accordance with Quality Assurance Specialists' findings. Building on the monitoring work of the Quality Assurance Specialists, they will oversee all case management operations to ensure program compliance with HUD and CDBG-DR regulations.

The Project Management team will communicate directly with the HRO and other stakeholders, including vendors whose work is outside the scope of this RFP, and other City agencies. Tracking performance against agreed-upon metrics, the Project Management team will provide daily, weekly and monthly reports as required. The table below summarizes key deliverables related to each Task:

TASK NAME	KEY DELIVERABLES
Customer Operations	<ul style="list-style-type: none"> • HOMEOWNERS: <ul style="list-style-type: none"> • Signed checklist on key topics of initial meeting. • Completed application in the HRO system. • Signed confirmation that eligibility results have been communicated. • Signed award agreement. • Close-out of applicant file in the HRO system. • RENTERS: <ul style="list-style-type: none"> • Completed intake form and summary of case review, including notations about referrals.
Eligibility Review	<ul style="list-style-type: none"> • Finalized written report certifying eligibility of the applicant along with all required supporting documentation. • Written report certifying duplication of benefits review was performed. • Written report certifying award amount and determination (Note: unmet need amount is reliant upon the assessment of the "cost-to-complete" contractor).
Counseling	<ul style="list-style-type: none"> • Housing Finance Counselors: Signed forms (indicating issues and sessions completed), Action Plan and Analysis of homeowner's individual financial situation. • Legal Counselors: Signed forms and Action Plan for correctable eligibility issues. • Special Needs Counselors: Signed forms and Action Plan.
Project	<ul style="list-style-type: none"> • Training materials and tools.



Section II – Program Proposal

TASK NAME	KEY DELIVERABLES
Management	<ul style="list-style-type: none"> • Daily, weekly and monthly reports. • Bi-annual reports. • Additional documents, e.g., Procedure Updates, as needed.

MINIMIZING HAND-OFFS BETWEEN DIFFERENT STEPS OF APPLICATION PROCESSING

Citizens of New York City have been through a significant ordeal with the devastation of Superstorm Sandy. In this case, inefficiencies, including unnecessary hand-offs, which delay application processes and negatively affect program effectiveness, are particularly intolerable.

The PFM team has the requisite grant administration experience to support the HRO in all aspects of the program and in anticipating and avoiding potential roadblocks to achieve positive outcomes for applicants. We will build into our training programs the importance of coordinating with members of all four task groups in order to achieve positive outcomes. Our project plan will include regularly scheduled quality check points including Quality Assurance Specialists and the Project Management team to ensure ongoing quality reviews, which will result in procedure review and adjustment, or training tips, reminders and re-training as needed.

As demonstrated throughout this proposal, our experience will allow for a timely and effective implementation, and our management approach will provide the on-demand flexibility and capacity that the environment demands. Our team will provide the end-to-end support required by the HRO to implement, staff, execute, measure, and refine the application, counseling and eligibility review processes.

We will also be prepared to meet regularly with the second vendor selected by HRA to perform this work in order to share insights and strategies to optimize the effectiveness of the entire program.

MEETING THE PROPOSED RAMP-UP SCHEDULE WITHIN THE TARGETED DEADLINE

We understand the estimated application volumes and peak period as defined in the RFP and its Addenda. Based on these projected volumes, the PFM team is confident that we will skillfully manage the initial surge of applications and application flow during the course of the engagement, leveraging both our experience and our flexible and collaborative approach.

The PFM team's plan focuses on the critical elements of housing recovery program success:

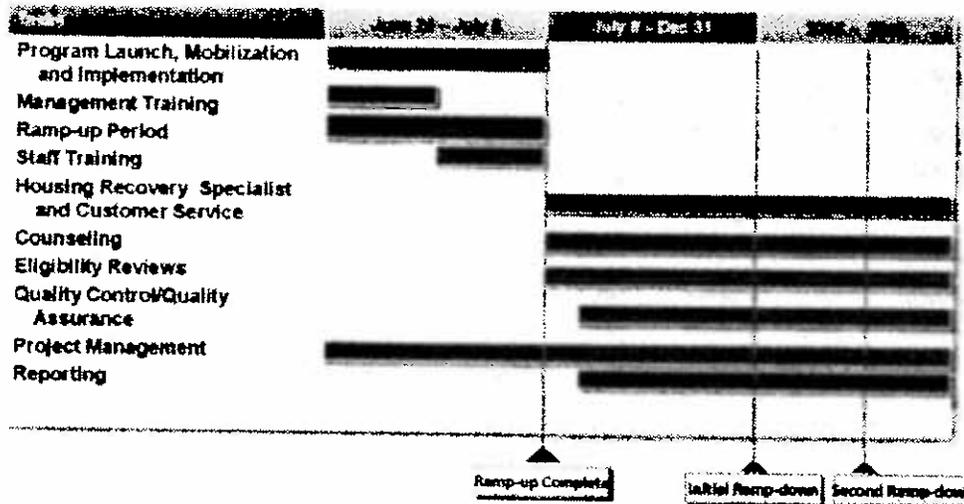
- * Operational Readiness starting on June 24;
- * Efficient processes that produce results consistent with HRO Program objectives;
- * Well-scaled resources to provide appropriate levels of service and sufficient oversight; and
- * Reporting mechanisms that support continuous improvement, risk management, program integrity and transparency.

The PFM team will utilize a Gantt chart to schedule and control project tasks. In the project plan, we will assign tasks to individuals who will be held accountable to the project team to ensure timely completion of their assigned task(s). Gantt charts are effective tools for communicating with stakeholders as well as the project team as they provide a clear status of each task associated with the project and thus the overall project status.



Section II – Program Proposal

HRO Program High Level Project Plan



INTERFACING WITH OTHER PROGRAM STAFF

The PFM team will, as the client desires, participate in regular conference calls or face-to-face project updates with other program staff (e.g., general contractors, cost-to-complete assessors, community outreach and marketing providers, as well as other contractors), HRO staff and City agency personnel. These updates will provide HRO Program stakeholders with a holistic view of progress toward program goals, and allow them to better anticipate potential issues or mitigate risks. It is our belief that this holistic approach will provide an unsurpassable degree of transparency, which will allow all stakeholders to move quickly and seamlessly toward common goals.

VARYING STAFFING LEVELS TO SATISFY CITY REQUESTS AND VARIATIONS IN DEMAND

As discussed previously, the functions associated with application processing will require the ability to effectively manage peaks and valleys in workload. The PFM team has extensive experience determining the staff and resources needed for large-scale projects, and we are skilled at quickly adjusting resource levels, on both planned and unplanned bases, while continuing to provide requisite levels of service.

Through existing staff and our recruiting and training processes, we will provide timely and flexible responses to peaks in work volumes. Our ability to quickly augment with experienced staff is particularly important for handling increased activity levels that often accompany significant program-related changes, business cycles or one-time events.

MANAGING COORDINATION ACROSS SUB-CONTRACTORS

Project Management Approach and Tools

The PFM team follows industry best practices in establishing Project Management and Requirements Plans that help ensure successful completion of program goals. Our clients find our project management approach to be extremely flexible, especially for programs that are critical to the public and have short lead times. The essence of our plan is to provide the HRO with a comprehensive view of how the work will be done, who will do it, what resources will be required and how we will mitigate risk and ensure quality. Our communications plan includes comprehensive reporting, teleconferences and meetings and a variety of helpful project management tools.



Section II – Program Proposal

Reporting

During the initial launch phase of the program, the PFM team will submit regular status reports to the HRO, summarizing accomplishments and overall task status. Reports will address implementation status, issues, and open items to ensure satisfactory completion according to the contract and agreed-upon schedule.

Beyond the implementation period, we are accustomed to preparing regularly scheduled narrative reports summarizing accomplishments against objectives for the period, identifying corrective actions for problems, recommending process improvements and clarifying objectives for the coming phases. Besides providing written documentation of project status, these reports enable our clients who are not directly involved in day-to-day communications to maintain a familiarity with the program status and the level of service we are providing. In addition, the Project Management team will compile and deliver semi-annual performance reports, along with all other reports required.

Teleconferences and Meetings

Upon contract award, the PFM Project Management team will organize and run a launch meeting with its partners, so each may gain a deeper understanding of the performance expectations, timelines and success factors for the HRO housing recovery programs. To ensure that the project is progressing according to plan, we will also conduct daily (during the mobilization period and around key milestones) and weekly internal project meetings as needed.

As desired, PFM will also participate in meetings with HRO staff. In these meetings, key members of the PFM team will clarify assumptions and solicit feedback regarding HRO task priorities and preferences. On average, action items identified and agreed to by both parties will be addressed and implemented within three business days, or as mutually agreed. The HRO will determine the priority and the need to implement action items. Further, as described earlier, we welcome the opportunity to communicate with other contractors and program stakeholders in order to enhance communications and ensure positive outcomes.

Project Management Tools

We will use a variety of project management tools and technologies to support program management. These will include a launch portal to manage key dates, project plans, a document repository, and a centralized issues list. We also use webinars/teleconferencing and recorded meetings for those who may not be able to attend to ensure consistent communication. For project scheduling, we generally use Microsoft Project software. In addition, we have found that simulations of the customer experience through flow charts, PowerPoint presentations or system demos are critical to defining requirements in short periods of time. These tools will be incorporated into our approach and will provide significant value to the HRO particularly during the program launch period.

Refining and Adapting our Approach

A hallmark of our client relationships is exceptional flexibility and responsiveness in modifying approaches to suit client needs without compromising high standards for equity and integrity in eligibility review. Whether it is to improve claims processing protocols, revise procedures, or adapt to program evolution, we will be prepared throughout the life of the contract to refine and adapt our approach so it best supports the HRO mission. As described previously, our Project Management team will work closely with the Quality Assurance Specialists to identify areas of improvement and methods of remediation. Our organizational structure and customer-focused approach will allow us to identify and quickly implement such modifications in a manner that is seamless to applicants and the HRO.



Section II – Program Proposal

LEVERAGING THE EXPERIENCE OF COMMUNITY/NOT-FOR-PROFIT ORGANIZATIONS (INCLUDING PROVIDING LANGUAGE ACCESS SERVICES)

Housing counseling agencies played key roles in recovery from Hurricanes Katrina and Rita in the Gulf Coast and numerous hurricanes on the East Coast. Our partner, CNYCN, leads a citywide network of 38 community-based housing counseling and legal services organizations and it currently administers or directly funds over \$11 million in grants. Through its work, CNYCN promotes and protects sustainable homeownership throughout the City.

As the central hub of this network, CNYCN will leverage its resources to ensure that homeowners and displaced residents have access to high quality counseling services. CNYCN's unifying role allows it to provide streamlined funding, services and communications between homeowners, lenders and funders; design and implement new initiatives and programs; highlight neighborhood and citywide trends and promote systemic reforms to encourage household stability. Through our partner organizations, as well as through their direct programs, CNYCN is connected with these residents and understands the housing challenges they face and the resources they need.

Citywide Network

CNYCN brings to this work the expertise and insight gained during the past five years of coordinating a citywide non-profit network. We will use our network's existing structure – including training and technical assistance model, email listserv for key updates, data collection and reporting protocols, site visits and other related systems all currently in place – and adapt them for the purposes of the HRO Programs.

The 38 partner organizations in the CNYCN network are located throughout the City with a presence in the affected coastal communities throughout Queens, Brooklyn and Staten Island. To date, these organizations have already assisted over 1,000 Sandy-impacted homeowners and tenants with FEMA applications, insurance claims, temporary shelter and other related services. The partner organizations have already indicated that staffing capacity could be quickly increased by repurposing existing staff and hiring qualified candidates that have been interviewed for Sandy relief positions

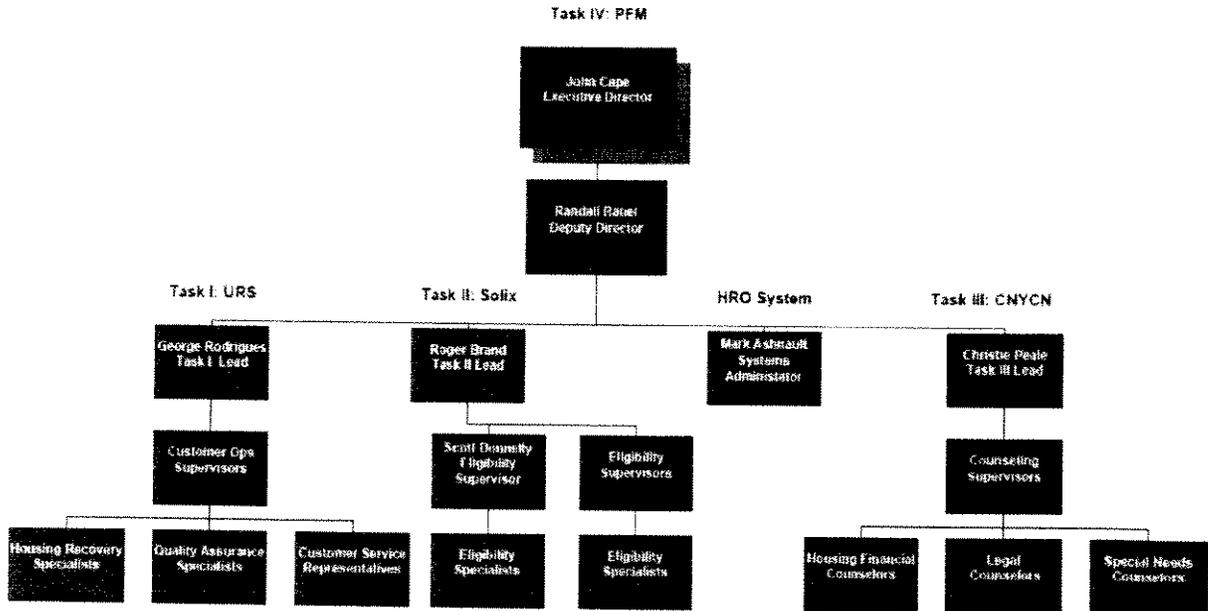
CNYCN partners serve clients who speak languages other than English, particularly Spanish, Chinese (Mandarin and Cantonese), Russian and Haitian Creole.

CNYCN partners are trusted by residents, familiar with the neighborhoods they serve, and able to serve clients who speak languages other than English, particularly Spanish, Chinese (Mandarin and Cantonese), Russian and Haitian Creole. While all CNYCN's Network Partners serve clients with special needs, certain organizations also focus in particular on specific populations; for example, Jewish Association Serving the Aging (JASA) focuses specifically on the elderly.

Section II – Program Proposal

Organizational Capability and Team

The organizational structure for the PFM team is reflected in the organizational chart below:



Public Financial Management, Inc.

The PFM Group, including Public Financial Management, Inc. and PFM Asset Management LLC, was founded in 1975 and is headquartered in Philadelphia, PA. In May 2009, Public Financial Management, Inc. (a Pennsylvania Corporation) and PFM Asset Management, LLC (a Delaware Limited Liability Company) and related businesses, all of which were owned by their senior employees ("Managing Directors"), re-organized into a holding company structure. The new holding company is named PFM I, LLC (a Delaware limited liability company) and all of the above-named business entities have become indirect wholly owned subsidiaries of PFM I, LLC.

Today PFM is the nation's leading provider of independent financial and investment advisory services with nearly 500 employees in 35 offices throughout the United States, including three offices in New York. At PFM, our goal is to assist governments in being the best-managed enterprises in the nation. This is not a small goal, but it gives our work meaning and drives our pursuit of excellence on behalf of our clients.

PFM's Management and Budget Consulting practice has helped public sector leaders of state and local governments to improve operational and fiscal performance, advising clients that most recently include the States of Illinois, New Jersey, New York, Ohio and Pennsylvania and other major governments that include New York City, Baltimore, Chicago, Los Angeles County, Philadelphia and Washington DC on strategies for system improvements, program reforms and management best practices. The Management and Budget Consulting practice assists state and local governments by creating and implementing effective assessments, evaluations and strategies. PFM has been involved in some of the most significant government turnaround efforts in the country, turning sizable deficits into surpluses in cities, counties and states.

PFM is currently leading a consortium of firms (including Solix) providing assistance to the State of New Jersey Economic Development Authority administering a federally-funded \$300 million business grant program for businesses impacted by Superstorm Sandy.



Section II – Program Proposal

URS

URS Group, Inc. is a fully integrated engineering, construction and technical services organization with the capabilities to support every stage of the project life cycle. With approximately 57,000 employees in a network of more than 400 offices worldwide and over 1,000 employees and 8 offices in the New York City region, URS has the depth of staff and capability to manage and administer large-scale programs and projects. URS provides a New York City-centric team of with program management recovery experience, technical competence and proficiency in administering post-disaster Stafford Act grant programs such as Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation Grant Program (HMGP) and Community Development Block Grant Disaster Recovery (CDBG-DR) for infrastructure and housing projects and programs and overall economic redevelopment. We have worked collectively for the past 7 years in CDBG-DR programs. Our experience with CDBG-DR programs is derived from managing large disaster programs for Hurricanes Katrina, Rita, and Ike for which we have proven our abilities to deliver these programs. URS has been and continues to be a nationally recognized leader in PA, IA and HMGP programs for the past 20 years, where we have supported aspects of these programs for over 900 Federally-Declared Disasters, nationwide.

Solix

Solix, Inc. is a shareholder-owned, independent stock corporation with its corporate headquarters in Parsippany, New Jersey. Founded in 2000, Solix is a business process outsourcing firm with comprehensive expertise in eligibility determination and complex program administration services. Solix provides services to 14 regulatory agencies spanning 12 states, and since 1998 has provided the end-to-end operational solution for the federal E-Rate program, which funds more than \$2 billion annually. Solix was awarded the 2012 Project of Year Award by the New Jersey Chapter of the Project Management Institute (PMI) for the design and implementation of the national Connect2Compete discounted broadband initiative (C2C). Solix has designed, implemented and manages a wide spectrum of complex governmental and quasi-governmental public benefit programs, including C2C. As a neutral administrator of an array of public programs, Solix is subject to more than a dozen external audits each year, including by the Government Accountability Office (GAO), and the FCC's Office of the Inspector General (OIG), and has undergone these audits with no significant findings, further verified through successful Service Organization Controls (SOC -1) audits.

Center for NYC Neighborhoods

The Center for New York City Neighborhoods (CNYCN) was created in 2008 by Mayor Bloomberg, the New York City Council, community advocates, foundations and corporate leaders to coordinate the City's foreclosure crisis response. CNYCN leads a citywide network of 38 community-based housing counseling and legal services organizations and currently administers or directly funds over \$11 million in grants. Through its work, CNYCN promotes and protects sustainable homeownership throughout the City. Since 2008, CNYCN has managed a citywide non-profit network, which has increased from an original 26 partners to the current 38 partners. Based on their success in managing this network, the New York State Office of the Attorney General, in 2012, named CNYCN an anchor partner in its Housing Protection Program, making CNYCN the coordinating entity for all New York City-based non-profits awarded grants through this program. CNYCN staff members therefore have the knowledge and experience to effectively coordinate the proposed citywide project.

Budget Management

The PFM team is mindful that the City does not foresee timely payment for performed work. In anticipation of this, the partnering firms have installed substantial cash reserves as well as an available bank credit line to aid in managing budgets without immediate City reimbursement. We are also experienced in managing our company's working capital in order to provide for the start-up and continuing operations of programs for our customers. PFM is also cognizant that the not-for-profit organization teaming on this project will need to be paid for work in an expedited timeframe to ensure continuity of service; the other firms of the team will support CNYCN for their work performed ahead of the City's payment.



Section II – Program Proposal

Staff Management

We understand the urgency in delivering a fully-staffed program operation in the designated time frame. As stated previously, our highly qualified staff is ready to support the HRO Programs immediately upon contract award. To handle the expected volumes of applications, we will draw on our proven ability to rapidly develop effective training programs and performance monitoring systems to seamlessly integrate additional resources as needed. Our experience supports the critical aspects of the program including:

- * Providing exceptional speed to launch;
- * Delivering superior customer service, including a single point of contact;
- * Managing spikes and drops in application intake and eligibility review processing;
- * Providing access to specialized, highly trained counselors through a HUD-approved agency;
- * Designing comprehensive internal controls to prevent waste, fraud and abuse; and
- * Coaching and monitoring to ensure consistent and compliant outcomes.

Key Personnel

John Cape, the appointed Executive Director for this project, co-leads the Management and Budget consulting practice at PFM. John's specialties include financial planning and management, system redesign and federal regulatory compliance.

Supporting Mr. Cape will be Randall Bauer as Deputy Director. Mr. Bauer joined PFM's Management and Budget Consulting practice in 2005, where he is co-leader of its state government practice. Mr. Bauer specializes in financial and strategic planning, organizational assessment and structuring, operations and business process management.

Task I Lead will be George Rodrigues of URS. Mr. Rodrigues has over 10 years of experience as a project manager and technical advisor on Emergency Management and Disaster Preparedness at the federal, state, and local levels. His experience also includes consulting on emergency power issues, affecting the critical facilities, of several state and local governments.

Roger Brand from Solix will lead Task II. Mr. Brand brings in excess of 10 years expertise in performance management, specifically involving eligibility determination. His focus is to ensure that processes are performed in compliance with procedures and that performance metrics are met.

Task III leader will be Christie Peale, Executive Director, CNYCN. Christie has worked for public service organizations in New York City since 1994. Previously, she provided Community Case Management services for both the Citizens Advice Bureau and the Women's Prison Association.

Mark Ashnault will serve as System Administrator. For over 20 years, Mr. Ashnault has led the design and implementation of complex solutions to achieve desired performances. He specializes in diagnosing hardware and software problems, and architecting robust IT solutions.

HRO-Designated System

The PFM team carries extensive experience using and training staff to use a wide variety of customer-provided systems. Our operations staff will be ready to undergo intensive training on the HRO system.

Housing Recovery Centers

As described previously, New York City-based Housing Recovery Centers will serve as headquarters for program operations. Each Housing Recovery Center will be readily accessible via public transportation, provide accessibility to disabled individuals, offer a waiting area and staff office space. (See also the Technical Proposal description and the Appendices.)



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III. Acknowledgement of Addenda Form



ACKNOWLEDGEMENT OF ADDENDA

New York City Housing Recovery Program
PIN:06913H085400 /EPIN:09613N0004

Directions: Complete Part I or Part II, whichever is applicable, and sign your name in Part III.

Part I

Listed below are the dates of issue for each Addendum received in connection with this RFP:

Addendum # 1, Dated April 24, 2013
Addendum # 2, Dated April 25, 2013
Addendum # 3, Dated April 26, 2013
Addendum # 4, Dated April 29, 2013
Addendum # 5, Dated May 1, 2013
Addendum # 6, Dated _____, 2013
Addendum # 7, Dated _____, 2013
Addendum # 8, Dated _____, 2013
Addendum # 9, Dated _____, 2013
Addendum #10, Dated _____, 2013

Part II

_____ No Addendum was received in connection with this RFP.

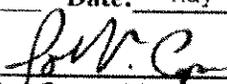
Part III

Proposer's Name:

Public Financial Management, Inc.

Date: May 13, 2013

Signature of Authorized Representative:


John Cape, Managing Director

Appendices



PFM Resumes

The following resumes reflect the staff members as identified in the proposed organizational chart on page 17. Client references for key personnel can be provided upon request.

John F. Cape, Managing Director

Mr. Cape joined PFM in 2006. He co-leads the State Management and Budget consulting practice. John's clients have included the states of Georgia, Illinois, Minnesota, New York, Pennsylvania and Virginia as well as major local government departments, including the Philadelphia Department of Human Services and the Los Angeles County Department of Human Services.

John's specialties include financial planning and management, system redesign and federal regulatory compliance. As examples, John has directed multiple engagements with the Pennsylvania Department of Public Welfare that has helped move the state into compliance with federal Child Welfare regulations and secured a federal waiver that greatly increased funding for the State and multiple Pennsylvania Counties. He is also currently assisting the Los Angeles County Department of Public Welfare with a re-write of its internal policies and procedures to improve operations and compliance with state and federal rules and regulations.

Prior to joining PFM, John served in the New York State Division of the Budget for over 26 years, retiring as the Director of the Budget at the end of 2006. During his long career, John was involved in virtually every area of state government. John began his State career in 1973, and joined the Division of the Budget in 1980, following seven years at the Department of State, where he focused on municipal management assistance for local governments, and later headed a federally-funded program to help localities implement the Federal CDBG.

Upon joining DOB, John worked as an in-house management consultant in the Division's Management Systems Unit for nearly seven years. He then undertook line budgeting responsibilities as a Team Leader, Section Head, Assistant Chief and Unit Head, handling a variety of program areas including public protection, transportation, general government and the Judiciary. He was then appointed Assistant Budget Director and Chief of Fiscal Planning, overseeing the Economic and Revenue, Fiscal Planning and Budget Services units. As Deputy Director and Executive Deputy Director, John oversaw fiscal policy development for virtually every program area.

Now the head of a national consulting practice focused on states, John is considered a national expert on public sector budgets and policy. He is also a Senior Fellow at the Rockefeller Institute and a Fellow of the American Academy of Public Administrators, and has served on the Executive Board of the National Association of State Budget Officers. He is a member of the Advisory Board of the New York City Independent Budget Office, and is on the Board of Rockefeller College of the State University of New York at Albany. He is the 2006 recipient of the Center for Technology in Government's Rudolph W. Giuliani Leadership Award, and recipient of the American Society for Public Administration's Charles Evans Hughes Award.

John received his BA from the State University of New York Empire State College and pursued graduate study at the Rockefeller College of Public Affairs.

Dean Kaplan, Managing Director

Mr. Kaplan joined PFM in 2000. Mr. Kaplan is a Managing Director and a leader of the Management and Budget Consulting practice. At PFM he has worked on multi-year planning, budgeting and budget oversight and operations improvement efforts for cities and counties around the United States. His clients at PFM have included Austin, Texas; Baltimore, Maryland; Cuyahoga County, Ohio; Wake County, North Carolina; Aurora, Colorado; and the Commonwealth of Pennsylvania's Department of Community & Economic Development. Pennsylvania has appointed Mr. Kaplan recovery plan coordinator for the cities of Pittsburgh, Reading and New Castle, which are in the state's distressed municipalities program.

Prior to joining PFM, Mr. Kaplan spent a year in the United Kingdom with the Atlantic Fellowships in Public Policy. Before being awarded the fellowship, Mr. Kaplan was Budget Director for the City of Philadelphia. In this capacity Mr. Kaplan led the development and implementation of a \$4.5 billion annual all-funds budget for the nation's fifth-largest

city, resulting in record levels of fund balance. As Budget Director he supervised the preparation and publication of key fiscal monitoring documents, including an annual Five Year Plan and quarterly managers' reports, and established and monitored service level goals and performance measures for all City departments. Mr. Kaplan's responsibilities also included setting capital spending levels, managing the executive branch's City Council appearances on budget issues, and serving on key Administration management and oversight bodies.

Before becoming Budget Director, Mr. Kaplan was Deputy Commissioner for the Philadelphia Water Department, serving as chief financial officer and head of policy planning for one of the nation's largest publicly-owned water/wastewater/storm water utilities. Appointed following a period of financial turmoil, he headed efforts to restore the agency's financial stability and creditworthiness, culminating in a \$1.1 billion new money and refunding issue and the Department's first borrowing from the state's environmental infrastructure revolving fund. During this time, he also served as a member of the Subcommittee on Finance, Accounting and Management Controls of the American Water Works Association's Financial Management Committee.

In the mid-1980s, Mr. Kaplan was Legislative Director for a U.S. Representative. He supervised the Congressman's legislative staff and operations, with particular responsibility for Public Works & Transportation Committee issues, including water resources authorizations, Clean Water Act Amendments, mass transit and capital budgeting. He also helped organize successful House floor amendments to Superfund hazardous site cleanup legislation and appropriations bills.

Mr. Kaplan holds a Master in Public Administration degree from the John F. Kennedy School of Government at Harvard University and a Bachelor of Arts degree with honors from Haverford College. He has also attended the London School of Economics & Political Science and has taught at the Fels Center of Government at the University of Pennsylvania. Mr. Kaplan has served as an evaluator for the Ford Foundation's Innovations in American Government Awards.

Michael Nadol, Managing Director

Mr. Nadol joined PFM in 1999 and is a Managing Director and leader of the firm's Management and Budget Consulting practice nationwide. Mr. Nadol focuses on public sector budgeting and financial sustainability, with specialized experience in government workforce strategies.

At PFM, Mr. Nadol has provided strategic and quantitative support for human resources reforms and collective bargaining on behalf of clients including the Commonwealth of Pennsylvania, City of New York, State of Delaware, New York Metropolitan Transportation Authority, City of Austin, Montgomery County, MD, and the City of Philadelphia. He has testified as an expert witness on compensation issues in binding interest arbitration in California, Delaware, Maryland, New Jersey, New York, and Pennsylvania.

In addition, Mr. Nadol has played a lead role in turnaround consulting for fiscally distressed local government clients. He has been a senior member of the recovery team for the City of Pittsburgh, PA appointed by the Commonwealth of Pennsylvania, and has worked on multi-year financial plans for governments including Nassau County, NY and Wilmington, DE. In addition, PFM's Strategic Consulting practice advises financially strong governments on strategies for improved performance, and Mr. Nadol has worked with clients from the U.S. GSA to the City of New Orleans to streamline work processes and service delivery.

Prior to joining PFM, Mr. Nadol served the City of Philadelphia in positions including Deputy Mayor, Director of Labor Negotiations, and Director of Finance. In addition, he served as Deputy Commissioner for the Philadelphia Water Department, overseeing both finance and human resources for one of the nation's largest environmental utilities. As Philadelphia's Director of Finance and in previous positions within the City's Office of the Mayor, Mr. Nadol worked on Management and Budget initiatives key to the City's turnaround from "junk bond" credit ratings in 1992 to its then-record \$206 million surplus in 1999. As Finance Director, Mr. Nadol was chief financial officer for a city-county government then with a \$2.6 billion General Fund budget. While in the Office of the Mayor, Mr. Nadol served as Director of Labor Negotiations for 1996 collective bargaining covering over 22,000 municipal employees. In addition, he was active on the city's 1992 labor negotiating team, with the restructuring of employee safety and risk management programs, and in the development of joint labor-management productivity initiatives. As Deputy Water Commissioner, Mr. Nadol served as chief financial and administrative officer for a \$400 million water, wastewater, and storm water utility with over 2,200 employees.

Mr. Nadol earned a Masters degree in Governmental Administration from the University of Pennsylvania, and a Bachelor of Arts degree, Summa Cum Laude, from Yale University. Mr. Nadol also serves on the adjunct faculty of the University of Pennsylvania, Fels Institute of Government, teaching a Masters level seminar on competitive government. In addition, he is a member and past Treasurer of the Committee of 70, Greater Philadelphia's leading, non-profit, civic watchdog organization, and served as the Governor's appointee and Chair of the Commonwealth of Pennsylvania Task Force on School Cost Reduction.

Randall Bauer, Director

Mr. Bauer joined PFM's Management and Budget Consulting practice in 2005, where he is co-leader of its state government practice. His clients have included the States of Delaware, Georgia, Hawaii, Illinois, Minnesota, Nebraska, New Jersey, New York, Oregon, Pennsylvania, Virginia and Wisconsin, as well as other major governments that include Baltimore, MD and Washington DC.

Mr. Bauer specializes in financial and strategic planning, organizational assessment and structuring, operations and business process management. As examples, he has led staffing, operations improvement and restructuring projects for state departments in Illinois, Minnesota, Nebraska and Pennsylvania; created a strategic plan for technology improvements for the City of Baltimore's Finance Department; and developed programs and systems for compliance with federal regulations and requirements for the states of Georgia, Minnesota, Nebraska, New Jersey and Virginia.

Prior to joining PFM, Mr. Bauer served for nearly seven years as Budget Director for the State of Iowa. In that capacity, he was the Governor's chief adviser for the State's \$12 billion budget as well as a senior adviser on tax and public finance issues. During Mr. Bauer's tenure, Iowa created a new results-focused budget process, implemented a performance reporting system, and developed a web-based budget system. Prior to his work as State Budget Director, Mr. Bauer served for over ten years as a senior analyst for the Iowa Senate with primary responsibilities on budget, tax, infrastructure and economic development issues.

Mr. Bauer has a Bachelor of Arts degree from Coe College, the Certified Public Manager designation from Drake University, and was a Fannie Mae Foundation Fellow at Harvard University's program for senior executives in state and local government. He has served as Vice President for Finance and on the Executive Board of the United States Chess Federation, as President of the Iowa Society of Certified Public Managers, and is a life member of the National Association of State Budget Officers, where he served on its Executive Committee. He is a recipient of the Distinguished Service award from the United States Chess Federation and was selected as an 'Iowa Leader 2001-2002' by the Association of Business and Industry.

David Eichenthal, Director

Mr. Eichenthal joined PFM's Management and Budget Consulting practice full-time in 2011 and leads the firm's Chattanooga, TN office. Prior to joining PFM full-time, David frequently consulted with PFM as a subcontractor at the Ochs Center, a non-profit policy research institute. David's specialties include budgeting, operational improvement, and fiscal recovery engagements for clients including New Orleans, LA; Cuyahoga County, OH; Cleveland, OH; and Shelby County, TN.

Mr. Eichenthal is the former President and CEO of the Ochs Center in Chattanooga, Tennessee, a non-profit policy research institute that works with local governments, foundations and non-profit organizations in the Southeast and across the nation. While leading the Ochs Center, Mr. Eichenthal also was a Nonresident Senior Fellow with the Brookings Institution Metropolitan Policy Program.

Prior to joining the Ochs Center in 2005, Mr. Eichenthal served in a series of senior positions in local government in both Chattanooga and New York. As Finance Officer and Director of Performance Review for the City of Chattanooga under then-Mayor Bob Corker, he oversaw the development of the city's budget, implementation of one of the nation's first 311 systems and creation of a citywide performance management initiative. In New York, Mr. Eichenthal was Chief of Staff to the New York City Public Advocate, the city's second highest ranking elected official. He also served as Chief of Policy, Assistant Advocate for Research and Investigation, and represented the Public Advocate on the Audit Committee of the City of New York. Eichenthal also held the positions of Assistant Inspector General for Policy

in the New York City School Construction Authority and Assistant Deputy Comptroller for Policy/Counsel for Special Projects and Director of the Board of Estimate Staff in the Office of the Comptroller for the City of New York.

In addition to his work with PFM, Mr. Eichenenthal was a Visiting Scholar at the New York University School of Law Center for Research in Crime and Justice for the 2011-2012 academic year. He received his J.D. at the New York University School of Law and a BA degree from the University of Chicago in Public Policy Studies, cum laude. He was a Harry S. Truman Scholar, New York State and has been admitted to practice law in the states of Tennessee and New York.

Virginia Rutledge, Director

Ms. Rutledge joined the PFM Group in 1998 in the Orlando, Florida office and is involved in PFM's Management and Budget Consulting and Public Utility practices. She served as financial advisor to the Financial Oversight Board for the City of Miami and was part of the teams that developed financial strategies and recommendations for Fulton County, Georgia; Shelby County, TN; Pittsburgh, PA; and New Orleans, LA. She has developed capital process strategies for Long Beach, CA and Hillsborough County, FL.

Prior to joining PFM, Ms. Rutledge served as Vice President and Chief Financial Officer for the Orlando Utilities Commission and Chief Financial Officer for the Massachusetts Municipal Wholesale Electric Company (MMWEC). Ms. Rutledge also served as Finance Director for the cities of Memphis, Tennessee and Austin, Texas. In addition to her career as a finance professional, Ms. Rutledge is past president of the Government Finance Officers Association (GFOA). She served on the Committee on Debt and Fiscal Policy and chaired GFOA's Economic Development Task Force. She is also a member of the American Public Power Association and a recipient of APPA's Kramer-Preston Personal Service Award for her efforts on behalf of public power.

Ms. Rutledge received her BA (with honors) in math and statistics and MA in Economics, public finance specialization, from the University of Florida.

Vijay Kapoor, Director

Mr. Kapoor directs PFM's Workforce Consulting practice in the firm's Management and Budget Consulting group. Mr. Kapoor provides economic and strategic support for public sector bargaining, and is an experienced interest arbitration expert witness. Some of the labor negotiations and interest arbitrations he testified as an economic expert in in 2011 are Dauphin County (PA) Corrections Officers, Ocean County (NJ) Sheriff's Officers, Upper Saucon Township (PA) Police, and others. Mr. Kapoor also is a frequent speaker on financial analysis for public sector labor relation matters.

Prior to joining PFM in 2009, he founded a company that provided operational and workforce consulting services to state and local governments. Previously, Mr. Kapoor also served in state government, in positions including Executive Director of the Commonwealth of Pennsylvania's Office of Management and Productivity. In this capacity, Mr. Kapoor was responsible for leading both enterprise-wide and agency-specific cost savings projects towards the goal of reaching \$1.5 billion in annual savings from Commonwealth operations, a goal that was surpassed under his direction.

Additionally, Mr. Kapoor practiced as a labor and employment attorney in Philadelphia, where he specialized in matters involving public sector clients. He was part of the team that represented the Commonwealth of Pennsylvania in its 2003 and 2007 labor negotiations with its largest public employee unions.

Mr. Kapoor graduated from the University of Chicago with degrees in economics and public policy studies (with honors) and received his J.D. from the University of Pennsylvania Law School, where he received the labor law prize. He also received a certificate in Business and Public Policy from the Wharton School of the University of Pennsylvania. He is certified as a Senior Professional in Human Resources (SPHR).

Heidi Patterson, Senior Managing Consultant

Ms. Patterson joined PFM's Management and Budget Consulting group in 2008 and works primarily on operational and financial improvement projects supporting state and local government clients. Her recent engagements have included serving as 'second chair' on a variety of organizational improvement projects for the City of New Orleans, a performance audit for the Illinois State Toll Highway Authority and a federal compliance project for the Commonwealth of Virginia.

Since joining PFM, she has also worked with the States of Illinois, Nebraska, New York and Pennsylvania as well as major local governments including the cities of St. Louis, Colorado Springs, Kansas City, MO as well as extensive work with the City of New Orleans.

Prior to joining PFM, Heidi served as the Executive Director of the Iowa Accountancy Examining Board where she was responsible for the licensing and regulation of the State's 10,000 CPAs and LPAs. Ms. Patterson also served on the National Association of State Boards of Accountancy (NASBA) Executive Director's Committee and the NASBA CPA Mobility Taskforce. In addition, as the Executive Assistant to the Governor's Chief of Staff and the Director of the Iowa Department of Management, she supported strategic planning and government accountability initiatives across State government. Ms. Patterson participated in multiple aspects of Iowa's Budgeting for Results efforts, including training and coordination on the performance measures component of the web-based budget system and formulating communication strategies for lawmakers, constituents and decision-makers.

Ms. Patterson graduated from Iowa State University where she received a Bachelor of Arts degree in Political Science.

Christopher Wheeler, Senior Analyst

Christopher Wheeler is a Senior Analyst in the PFM Strategic Consulting practice. Mr. Wheeler has worked on various projects including operational and management reviews, multi-year financial plans, and budgeting support. In addition, he has worked on revenue and fee studies for the State of New York and the cities of St. Louis, MO, Gainesville, FL, and Baltimore, MD.

For the City of St. Louis, he developed a comprehensive tax burden analysis of the City of St. Louis and nine comparable cities and a financial model that displays impacts from alternative tax policy approaches. He has also analyzed and evaluated tax collection procedures in St. Louis and issued recommendations on the use of Payment in Lieu of Taxes agreements and Market Based Revenue Opportunities. In addition, Mr. Wheeler has supported engagements for the cities of Gary, IN, Vallejo, CA, and New Orleans, LA.

Mr. Wheeler holds a Masters degree in Government Administration from the Fels Institute of Government at the University of Pennsylvania. He earned his Bachelor of Arts degree in Political Science from Temple University, where he also received the Norman & Ruth Sun Economics Writing Award. While at Temple University, Mr. Wheeler was admitted as a member of Pi Sigma Alpha, the National Political Science Honor Society.

Blair Gearhart, Senior Analyst

Blair joined PFM in 2011 and is currently staffed in the Albany office. His current projects include a study of privatization of Pennsylvania's Liquor Control Board and an analysis of shared services for school districts in Nassau County, NY.

Prior to joining PFM, Blair served as a Budget Examiner with the New York State Division of the Budget. As a member of the Education team, he worked on a team responsible for formulating and implementing the Education Budget with a focus on formula-driven programs. Blair also examined issues relating to shared services, consolidation, and maximizing efficiencies in school districts. Following his work on the School Aid team, Blair was part of a team that produced and managed the budget for the state operations of the State Education Department, along with managing the budgets for the New York State Council on the Arts, the New York State Theatre Institute, the Empire State Plaza Performing Arts Center, and the New York State Museum, Library and Archives.

Blair graduated from Siena College cum laude with a Bachelor's degree in Political Science. He is currently pursuing a Certificate in Public Management from the Rockefeller College of Public Affairs and Policy.

URS Resumes

Areas of Expertise

- Housing Recovery
- Project Management
- Exercise Design
- Catastrophic Planning
- Contingency Planning
- Response and Recovery Deployments

Years of Experience

With URS: 4 Years

With Other Firms: 13 Years

Education

MS/Emergency and Disaster Management/2006/Touro University

BA/Political Science/1994/University of Massachusetts

Registration/Certification

Project Management Professional, (PMP)

Homeland Security Exercise and Evaluation Program (HSEEP) Trainer

George Rodrigues

Task One Lead

Overview

Mr. Rodrigues has over 10 years of experience as a project manager and technical advisor on Emergency Management and Disaster Preparedness at the Federal, State, and Local levels. Mr. Rodrigues' experience also includes consulting on emergency power issues, affecting the critical facilities, of several State and local governments. Mr. Rodrigues has also served as a technical advisor to the Federal Emergency Management Agency (FEMA) and the United States Army Corps of Engineers (USACE), during disasters, and training exercises.

Project Specific Experience

Onsite Support to the FEMA NY Joint Field Office (JFO)-Super Storm Sandy. Primarily supporting the Flood Mitigation & Insurance (FM&I) Group, Mr. Rodrigues' duties included supporting FEMA leadership in planning, preparation, and coordination for the NYC Housing Recovery Forums for Sandy survivors. Mr. Rodrigues also assisted in, identifying areas for community education and outreach; and providing information on the Advisory Base Flood Elevation (ABFE) maps to home owners, as they move forward with their rebuilding efforts.

FEMA Hazard Mitigation Assistance (HMA) Contract

Deputy Project Director for the FEMA Program Integration and Support HMA Program. Mr. Rodrigues supported the FEMA Risk Reduction Division in developing and implementing continuously improved delivery of mitigation grants. Primarily supporting the Grants Implementation Branch, his main duties included supporting FEMA leadership in constructing multi-year program integration plans, managing support to all guidance development and outreach tasks, facilitating the annual HMA National Review process, and ensuring that applicant notification proceeded smoothly.

DHS Protective Measures Planning and Technical Support.

Senior Infrastructure Protection Analyst. Mr. Rodrigues assisted the U.S. Department of Homeland Security's Vulnerability Assessment Branch in its mission of protecting the Nation's critical infrastructure. Duties included managing program controls, including developing the program schedules, managing the program budget, tracking program expenditures, and planning and performing resiliency assessments of critical infrastructure assets throughout the United States.

FEMA Region IX Bay Area Catastrophic Earthquake Planning.

Planning Lead. Mr. Rodrigues lead a team comprised of Federal, State, local, and private-sector stakeholders located throughout the United States. His responsibilities included reviewing background documents and plans; researching and documenting local and State resources; and facilitating group meetings for stakeholders at the California Office of Emergency Services.

Disaster Resistant University (DRU) Hazard Mitigation Plans, Virginia. Mr. Rodrigues participated in the development of all-hazard DRU-compliant mitigation plans for University of Mary Washington and the University of Virginia. Participated in the Hazard Identification and Risk Assessment for both Universities. Mr. Rodrigues performed structural and security assessments on hundreds of university buildings and provided recommendations for mitigating deficiencies found during the assessments.

Pre-Disaster Assessments for Critical Facilities. Mr. Rodrigues identified and assessed the emergency power requirements at the identified and assessed the emergency power requirements at critical facilities as part of the mitigation planning for several major metropolitan areas, including the cities of, Corpus Christi, TX, New Orleans, LA, Anchorage, AK, Honolulu, HI and Agana, GU. He served as project manager for a team of ten technicians that identified and relocated over 100 vulnerable generators for the city of Agana, Guam Department of Public Works, Police and Fire Departments, Agana, Guam, USA.

Response and Recovery Deployments. Mr. Rodrigues deployed as a member of the US Army Corps of Engineers, 249th Engineer Battalion (Prime Power) and designed and installed emergency power systems for critical facilities at various locations in response to the following disasters:

- Terrorist Attack on the Pentagon, September 11th, 2001
- Typhoon Chata'an, 2002
- Hurricanes Ivan and Jeanne, 2004
- Hurricanes Dennis, Katrina and Rita, 2005.

Professional Societies/Affiliates

The National Emergency Management Association

The Society of American Military Engineers

The International Association of Emergency Managers

Specialized Training

Homeland Security Exercise and Evaluation Program HSEEP Trainer,
Emmitsburg, MD, 2007

FEMA Debris Management Planning Trainer, Emmitsburg, MD, 2008

Chronology

2009-present: URS Corporation, Germantown, MD 20876

2006-2009: Dewberry, LLC, Fairfax, VA

1996-2006: United States Army Corps of Engineers

Mary M. Shaw, PhD, CFM, AICP

Deputy Task One Lead

PhD/City & Regional Planning,
2003, University of North
Carolina at Chapel Hill
MS/Urban Studies, 2000
University of New Orleans
MS/Mathematics, 1976,
Syracuse University
BA/Mathematics, 1974 Bates
College

Certifications

Certified Floodplain Manager
(CFM), #US.05.0175, 2003
American Institute of Certified
Planners (AICP), #019613,
2005
URS Certified Project Manager,
2008

Recent Courses

IA Boot camp

IS812 Emergency Support Function
#12 Energy

IS-008.a Building for the Earthquakes
of Tomorrow

Project Management Institute: Project
Accounting Fundamentals; Financial
Project Management I, II, III

DHS Computer Security

IS120a Introduction to Exercises

IS130 Exercise Evaluation

IS288 Voluntary Agencies in EM

Overview

Dr. Shaw is an urban planner whose practice has most recently focused on hazard mitigation planning and assessing the environmental and energy impacts of post-disaster housing recovery projects. Earlier work centered on floodplain management, community economic development, and parks and recreation planning. She has taught graduate and undergraduate courses covering a variety of topics including land use, statistics, economics and planning theory.

Federal Planning Experience

Work as Principal Planner at URS Corporation for Federal Emergency Management Agency (FEMA)

- **National Infrastructure Support Technical Assistance Consultants, (NISTAC) (2006-2013):** Currently leading a project to develop a training workshop for Voluntary Agency Liaison Group Supervisors working on post-disaster recovery. Developed introductory workshop for Voluntary Agency Liaisons. As part of Emergency Support Function 14 teams, provided post-disaster planning support to local communities after Hurricane Katrina in Mississippi and Louisiana and after Hurricane Ike in Texas; provided technical assistance to local community officials, State of Mississippi Emergency Management Agency officials, and FEMA staff regarding preparation of Repetitive Flood Claims Program applications and associated benefit/cost analyses; drafted post-disaster recovery plan for the Bolivar Peninsula, Galveston County, TX; drafted one section of the emergency support function appendix to the National Response and Recovery Plan; and served as Individual Assistance Program Officer at the Gulf Coast Recovery Office in New Orleans to analyze assistance program funding trends and research baseline public utility conditions in Orleans Parish. Lead author of 3-day, 1-day, and 2-hours workshop manuals and presentations for FEMA and State staff on implementing Executive Order 11988: Floodplain Management. Reviewed Environmental Planning and Historic Preservation Draft Cumulative Impacts Analysis for New Orleans Metropolitan Area.

State and Local Planning Experience, 1988-2013

Work as Principal Planner for URS Corporation

- **New England Regional Catastrophic Preparedness Initiative (2012-2013):** Lead author for publications explaining how to prepare for implementation of a post-disaster housing recovery. Led an assessment of existing capabilities and developed guidance documents recommending procedures for gathering information about pre-disaster housing and using it to inform recovery policies as well as developing capabilities that apply to normal as well as recovery functions of local government.
- **Rio Grande Council of Governments (2012 – 2013):** Task Lead for development of multi-hazard mitigation plans for each of El Paso, Hudspeth, Culberson, Jeff Davis, Brewster, and Presidio counties.
- **City of Boston Local Energy Assurance Plan (2011-2012):** Project Manager for development of a plan for bringing energy supply closer to the demand for energy in a post-disaster situation. Boston was selected by USDOE as a pilot city for this type of planning so the project required a great deal of innovation for data collection, data analysis, and development of energy assurance strategies.
- **Union County Pennsylvania Hazard Mitigation Plan (2010):** Project Manager for complete revision of older multi-jurisdictional hazard mitigation plan for the 4 boroughs and 10 townships in Union County.
- **2010 State of South Carolina Division of Emergency Management: (2010):** Technical reviewer of draft versions of database program developed to provide updated flood damage prevention ordinances that are compliant with National Flood Insurance and State of South Carolina regulations.
- **Pearl River County, Mississippi (2007):** Technical reviewer on deliverables for updating the Pearl River County Economic Development Strategic Plan and analyzing local capabilities for responding effectively should a hurricane again cause severe damage throughout the county.

American Planning Association, Washington, DC, Professional Development Program Manager (2004-2006): Initiated a program of workshops nationwide to provide continuing education about urban growth management, zoning and subdivision regulations, conservation of land and other topics. Led workshops at national conferences on floodplain management and land conservation strategies.

North Carolina Division of Emergency Management, Raleigh, NC, Emergency Management Planner (2002-2004): Assisted with the scoping and flood map modification process, reviewed flood damage prevention ordinances for compliance with regulations, assisted communities to remedy floodplain management program deficiencies, and provided training workshops and technical assistance.

University of North Carolina - Chapel Hill, Chapel Hill, NC: Graduate Fellow (2000-2002): Conducted original research on the relationship between community smart growth policies and development location decisions showing the value of strong development policies and community sustainability. Assisted with additional research on Smart Growth and taught courses on land use planning theory and research methods.

Parkway Partners Program, City of New Orleans, Project Manager (1995-2000): To provide sites for healthy recreation in impoverished neighborhoods, recruited and organized volunteers to develop over 125 vacant lots into community gardens and pocket parks and to maintain green spaces. Instituted and managed greenhouse and tree nursery programs to provide plant materials for volunteers.

Community Action Agency of Franklin County New York, Deputy Director (1988-1995): To ameliorate the effects of poverty, wrote applications for grant funds to support 14 different programs including Head Start, Weatherization, and food pantry programs, provided monthly and annual summaries of expenditures, recruited and supervised volunteers.

Kelly D. Huck, MBA

Project Manager, Disaster and Land Loss

PROJECT SPECIFIC EXPERIENCE

Project Manager, Texas General Land Office (GLO), Community Development Block Grant Disaster Recovery (CDBG-DR) Round 2.2 Housing Program, City of Galveston, Texas, (February 2013): Mr. Huck was the Project Manager for the City of Galveston Round 2.2 Disaster Recovery Housing Program that includes \$80M in construction for over 600 single-family homes. In this role, Mr. Huck led a URS Team of staff and sub-contractors in a full-scale housing program. Pre-initiation tasks included a needs assessment, program guideline development, an outreach plan, and environmental broad review. The Round 2.2 program implementation components include applicant management, intake/eligibility reviews, environmental review record (ERR) development, lead based paint (LBP) risk assessments/clearance certifications, historical agency coordination, surveying, plans/specification development, closing events with applicants (contract signings), contractor awards, construction management, construction inspections, contractor pay request processing, and application closeout.

Relevant Skills: Program and policy development, organizational leadership, process development and management, compliance, issues resolution

Project Manager, Texas General Land Office (GLO), Community Development Block Grant Disaster Recovery (CDBG-DR) Round 1 Housing Program, City of Galveston, Texas, (January 2012): Mr. Huck became the Project Manager for the City of Galveston Round 1 Disaster Recovery Housing Program under request from the Texas GLO when program performance objectives fell below an acceptable level under the previous management company. Mr. Huck quickly organized a program management team to direct the successful construction and completion for 400+ single-family houses in less than 6 months. Mr. Huck led a multi-disciplinary team that conducted an assessment of the program status, reviewed processes and procedures, developed an action plan, and implemented new processes to recover the program and get applicants back into homes. The program implementation components of the Round 1 Program include program assessment, recovery planning, procurement, applicant management, intake/eligibility reviews, environmental review record (ERR) development, lead based paint (LBP) risk assessments/clearance certifications, historical agency coordination, surveying, plans/specification development, closing events with applicants (contract signings), contractor awards, construction management, construction inspections, contractor pay request processing, and application closeout.

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URS Group, Inc.

RELEVANT AREAS OF EXPERTISE

- CDBG-DR Housing Program Management for 5,000+ Units
- CDBG-DR Construction Management for 1,000+ Units
- Operational Planning
- Organizational Management
- Program Design
- Contractor Management
- Financial Analysis
- Cost Estimating
- Staffing Plans
- Subcontractor Management
- Contract Negotiation
- FAR Compliance
- Scheduling

YEARS OF EXPERIENCE

16

EDUCATION

- MBA/General Management
- BA/International Business

REGISTRATION/CERTIFICATION

- URS Certified Project Manager

Relevant Skills: Program and policy development, organizational leadership, needs assessment, process development and management, compliance, issues resolution, and agency negotiations

Logistics Team Lead, Alaska Pipeline Project; Anchorage, Alaska, (January 2011 – October 2011):

Mr. Huck served as the logistics team leader for an extensive field program spanning 700 miles in remote Alaska. In this role, Mr. Huck was responsible for the day-to-day management of more than 100 field personnel performing environmental studies along a proposed large diameter natural gas pipeline through a proposed route from Prudhoe Bay, Alaska to Calgary, Alberta, Canada.

Relevant Skills: Complex program management, management of large field project, critical infrastructure repair

Deputy ROW Team Leader, Electric Transmission Texas (ETT) Competitive Renewable Energy Zone Project; Time and Materials Contract, (May 2010 – January 2011):

Mr. Huck served as the Deputy Right-of-Way (ROW) Team Leader for URS' External Program Management Consultant project with ETT. URS provided program management services for the design and construction of 500 miles of electric transmission lines to transfer wind generated electricity from north and west Texas to the Dallas/Fort Worth, Austin, and San Antonio metropolitan areas. In this role, Mr. Huck ensured ROW and easement acquisitions were completed on time and under budget. His efforts allowed adequate time for completion of construction activities prior to deadlines imposed by the Public Utility Commission of Texas.

Relevant Skills: Program and policy development, organizational leadership, construction management

Project Controls Manager, City of Austin South IH-35 Water Wastewater Program Management Consultant Project, Time and Materials Contract, (December 2009 – March 2012):

Mr. Huck was the Project Controls Manager to supplement the City of Austin staff in managing more than 20 individual projects under a \$100 million+ water/wastewater program. The program management contract supported development in southeast Austin where Mr. Huck was responsible for the financial management of the program, for both URS and the City of Austin.

Relevant Skills: Process development and management, compliance, issues resolution, financial management

Group Supervisor – Debris Operations, Federal Emergency Management Agency, Hurricane Ike, Time and Materials Contract, (October 2008 – December 2009):

Mr. Huck served as the Public Assistance Group Supervisor for debris removal operations in response to Hurricane Ike's impact in Texas. Mr. Huck managed a Federal grant program budgeted at \$700 million and a staff of 70 employees under an Incident Command System (ICS) compliant organizational structure comprised of staffs from FEMA, the U.S. Army Corps of Engineers, and contractors from various organizations. Mr. Huck resolved debris and blockage issues for State officials, county judges, mayors and other elected and appointed officials as they moved to restore their jurisdictions and respond to citizen concerns. His removal activities and coordination under the ICS were reported daily once Hurricane Ike hit landfall. Mr. Huck participated as a FEMA representative on the Interagency Debris Removal Task Force, to resolve obstacles to debris removal operations to ensure communities could continue their recovery in an expeditious manner.

Relevant Skills: Disaster response and recovery experience, Federal agency integration

Jennifer Kellar, APR

Sub-Task Lead: Customer Service Representatives

PROJECT SPECIFIC EXPERIENCE

FEMA Risk MAP, Region II Liaison. Ms. Kellar provides strategic communications and public outreach support to FEMA Region II for Risk MAP (Mapping, Assessment, and Planning) projects. She develops outreach plans and presentations, facilitates meetings, and writes materials such as fact sheets, brochures, and letters. She is the deputy program manager for the New Jersey and New York City Coastal Outreach and Education Programs. As part of this task order, she is responsible for strategy development, media relations, and creation of a Coastal Outreach Advisory Team comprised of local champions and subject matter experts.

Relevant Skills: Expertise in communicating and managing community expectations to government disaster rebuilding response, facilitating community consultation processes, engagement and negotiations with advocates

Federal Emergency Management Agency (FEMA) Individual Assistance Contract, Senior Strategic Communications Specialist. Ms. Kellar serves as a strategic communications specialist for the Individual Assistance Technical Contract III in support of FEMA Regions I, II, and V, known as Sector Bravo. Through this contract, Ms. Kellar supports readiness efforts relative to housing and construction, mass care, and disaster recovery center missions. Ms. Kellar assists with the development of scenario-based playbooks and both internal and external communications tools such as the DSATAC.com Web site, an internal newsletter, and fact sheets.

Relevant Skills: Expertise in communicating with various stakeholders via traditional and web-based outreach tactics, experience planning and facilitating large-scale meetings

Digital Flood Insurance Rate Map (DFIRM) Public Outreach Program, Senior Strategic Communications Specialist. Ms. Kellar coordinated development of print collateral materials, such as fact sheets, brochures, displays, and Web content and tools for the Maryland Department of the Environment's DFIRM Public Outreach Program through Maryland Environmental Service. She was instrumental in strategy development for public meetings to be held in affected Maryland counties.

FIRM

URS Group

RELEVANT AREAS OF EXPERTISE

- Outreach
- Program and Project Management
- Planning and Policy Support

YEARS OF EXPERIENCE

1

EDUCATION

BS

Relevant Skills: Experience developing communications materials designed to convey complex technical information to the public

FEMA Environmental and Historic Preservation (EHP), Training Specialist. Ms. Kellar worked closely with subject matter experts, managed the development, and revision of FEMA EHP training courses, including Introduction to EHP, Advanced Methods in EHP, and EHP Floodplain and Wetlands Management. She was responsible for managing these projects and developing course materials including instructor guides, student manuals, PowerPoint presentations, and tabletop exercises, while implementing innovative adult learning techniques.

Relevant Skills: Expertise developing clear and effective training materials for a technical audience

U.S. Army Corps of Engineers, Coastal Restoration, Strategic Communications Specialist and Facilitator. Ms. Kellar supported the U.S. Army Corps of Engineers, New Orleans District's strategic communications efforts on three coastal restoration projects: the de-authorization of the Mississippi River Gulf Outlet, the Louisiana Coastal Area Restoration Project, and the Southwest Coastal Louisiana Restoration Project. Ms. Kellar contributed to the development of each project's detailed strategic communications plan and oversaw event logistics for all related public meetings. She developed collateral materials and evaluation tools, wrote key messages, and facilitated stakeholder meetings. She also developed scoping reports in line with National Environmental Policy Act (NEPA) standards following the public meetings.

Relevant Skills: Experience planning and executing public meetings for a wide range of stakeholders including coordination of meeting logistics and facilitation of discussion sessions

Jae Park, Ph.D.

Senior Project Manager, Customized Operations Supervisors

PROJECT SPECIFIC EXPERIENCE

Mississippi Disaster Recovery and Renewal (Mississippi Office of the Governor), Jackson, MS, (December 2005-June 2007):

Served as Chief Policy Analyst for the MS Office of the Governor Office of Recovery and Renewal for Hurricane Katrina. Services provided include providing disaster recovery policy guidance and counsel; identifying the organizations best suited to implement the recommendations of the Governor's Commission; and providing training, education, and outreach programs to government officials, organizations, and individuals to help them make more informed decisions regarding disaster recovery. He also provided disaster recovery policy consultation regarding CDBG-DR action plan development, housing recovery program, federal funding management and hazard mitigation. Supported creation and implementation of MS Alternative Housing Pilot Program, which was intended to augment FEMA travel trailers as transitional housing. Served as state liaison to FEMA ESF-14 Long Term Community Recovery Plan development for coastal communities.

Relevant Skills: Recovery Plan and Action Plan development, Needs Assessment, Housing Recovery Program Design, Stafford Act funding Coordination, Alternative Housing, Recovery Policy Analysis

Assistant Director for Mitigation, Division of Emergency

Management, State of North Carolina, (December 1997-August

2003): Joined NCDEM as a grant management specialist in 1997 and advanced to Assistant Director for Hazard Mitigation. He oversaw four branches, including Grant Management, Hazard Mitigation Planning, National Flood Insurance Program and Public Outreach. He was involved with eleven presidentially declared disasters and worked with FEMA in setting hazard mitigation and recovery policies after the Hurricane Floyd and Isabel. Primary task of the position

centered on the development and implementation of a comprehensive mitigation and recovery programs in the State. Oversaw managing \$800 million federal and state funds (HMGP and CDBG-DR) for implementing various hazard mitigation projects including buyout of 5,800 flood damaged structures, residential elevations and storm water management.

Relevant Skills: Needs Assessment, Housing Recovery Program Design and Implementation, Grants Management, Hazard Mitigation, Recovery Policy Analysis

North East Regional Catastrophic Planning Initiative: Housing Recovery Plan Development, (August

2012 -current): URS is working with the NERCPI Regional Catastrophic Planners and the Regional Long Term Recovery Workgroup to assess regional capabilities and identify gaps in existing disaster housing planning efforts based on housing stock analysis using a catastrophic event scenario. Based on the gap analysis, URS is developing a Regional Disaster Housing Annex, including checklists, cut-sheets, recommended actions, and lists of resources. An Executive Playbook will be created as a derivative

FIRM

URS Group, Inc.

RELEVANT AREAS OF EXPERTISE RELEVANT

- Disaster Recovery Planning and Program Development
- Damage and Needs Assessment
- Disaster Housing Recovery
- Grants Management
- Hazard Mitigation
- Program Management

YEARS OF EXPERIENCE

21

EDUCATION

- Ph.D./Urban and Regional Science/1998/Texas A&M University
- MS/Community and Regional Planning/1992/Iowa State University, Ames

product that provides guidance and decision support tools to promote orchestrated recovery efforts among the impacted communities

FEMA Unified Hazard Mitigation Assistance Program Guidance, Washington DC, (2008-2010).

Task Lead. Purpose of this task is to develop Unified Hazard Mitigation Assistance Program guidance for FEMA, States, and local governments seeking to undertake critically needed hazard mitigation funding opportunities. FEMA provides five hazard mitigation funding programs: PDM, FMA, RFC, SRL, and the Hazard Mitigation Grant Program (HMGP). The intent of this alignment is to enhance the quality and speed of grant awards on an allocation and competitive basis to State, local, and Tribal entities for worthwhile, cost-beneficial activities designed to reduce the risks of future damage in hazard-prone areas. At the same time, unification yields new opportunities to expand national outreach for all types of mitigation.

Relevant Skills: Housing Recovery Program Design, Hazard Mitigation, Stafford Act Pgms, Grant Mgmt

FEMA NISTAC/Long Term Recovery Liaison, Deputy Project Manager, Jackson, MS. (2005) Mr.

Park was responsible for maintaining goals, objectives and tasks for the field team members at the recovery field office in MS after Hurricane Katrina. He conducted training for new staff and local governments on developing a long term community recovery plan. Topics included damage assessment, information analysis, identifying recovery resources, and working with state and federal governments and NGOs to maximize the resources.

Relevant Skills: Recovery Plan development, Needs Assessment, Housing Recovery Program Design

South Carolina Recovery Plan (South Carolina Emergency Management Division), Columbia, SC (2004).

Mr. Park developed a roles and responsibility matrix for state agencies and non-governmental organizations involved in disaster recovery process. He created a federal disaster recovery resource guide that includes more than 150 federal funding lists with eligibility, objectives and uses of funds.

Relevant Skills: Recovery Plan, Funding Research

New Castle County Flood Mitigation Education and Outreach Project, New Castle County, DE (Delaware Flood Mitigation Program) (2004):

Project Manager. This project for the Delaware Flood Mitigation Program involved evaluating mitigation techniques for thirty-three repetitive flooded properties in New Castle County, and developing education materials for local repetitive loss reduction strategies. With assistance from state officials, a workshop was conducted for the benefit of local officials with the goal of identifying roadblocks to implementing flood mitigation projects at the local level, and identifying local project priorities.

Relevant Skills: Flood Mitigation, Public Outreach

BCA Training and BC Helpline Support and National Technical Review BCA Lead since 2009,

Nation-wide. Oversaw BCA review activities for FY09, 10, 11, and 12 National Technical Reviews (NTRs), which included conducting cost effectiveness review of grant applications for the Pre-Disaster Mitigation (PDM), Repetitive Flood Claims (RFC), Flood Mitigation Assistance (FMA), and Severe Repetitive Loss (SRL) Grant programs. Provide BCA training to local, State, and Federal personnel using the most current version of the FEMA Mitigation BCA Toolkit. Also supported BC Helpline, which provides BCA technical assistance to local, State, and Federal personnel as well as private citizens.

Relevant Skills: Cost Estimate, Cost Effective Analysis, Public Outreach, Funding Review

James Ariail, AICP, PMP, CFM

Location: Location Against the Task List

PROJECT SPECIFIC EXPERIENCE

Housing Recovery Rapid Repair, New York Regional Catastrophic Planning Team (RCPT), Project Manager, New York, NY, (2012): Mr. Ariail is currently managing a project to develop a program plan and bid specification to guide a range of activities that must take place, simultaneously and on a large-scale, to activate and implement a Housing Recovery Rapid Repair (H3R) program following a catastrophic event. The program plan draws upon proven URS systems for CDBG-DR Program Management. The deliverables will form part of the RCPT's Housing Resource Center, a toolbox for housing recovery.

Relevant Skills: Experience and success assisting a state with housing recovery solutions. Lessons learned from assisting municipality with HUD programs and policies

Planning Unit Chief, IA-TAC Branch, Individual Assistance Division, FEMA Headquarters, Location, (2006-2008): Mr. Ariail supervised a five-person unit responsible for all planning, policy, and analytical support for FEMA Direct Housing and Mass Care under the IA-TAC Program; developed operational plans for housing missions; estimated disaster housing requirements using statistical/geospatial methods; led program evaluation and development efforts; developed and delivered briefings to senior leadership at SES level; received a "Superior" overall performance rating and awards for innovative and proactive leadership.

Relevant Skills: Proficiency with FEMA Individual Assistance program delivery

Hazard Mitigation Assistance (HMA) Integration and Support, Location, (2008-present): Mr. Ariail supports the FEMA HMA Branch in developing and implementing continuously improved delivery of mitigation grants. His main duties have included: managing support for the Grants Policy Branch and Integrated Policy Team; managing portfolio management support tasks; supporting the development of a Risk-Based PDM methodology; developing white papers and other decision-making support tools for HMA leadership; supporting the development of HMA Unified Guidance; and budget/schedule management for contract.

Relevant Skills: Understanding grants management process

SRA International, Senior Planner/Project Manager, Policy, Program, and Regulatory Support Services, Location, (1999-2006): Provided on-site support to the FEMA Individual Assistance Division for

FIRM

URS Group, Inc.

RELEVANT AREAS OF EXPERTISE

- Disaster Housing
- FEMA Recovery Programs
- FEMA Mitigation Grants
- Community Planning
- Policy Analysis/Program Evaluation
- Program/Project Management

YEARS OF EXPERIENCE

17

EDUCATION

- PhD candidate/Urban Planning /2004-present/Virginia Tech
- MS/Urban and Regional Planning/1996/University of Pittsburgh
- BA/Economics and Political Science/1993/Virginia Tech

REGISTRATION/CERTIFICATION

- American Institute of Certified Planners (AICP)
- Project Management Professional (PMP)
- Certified Floodplain Manager (CFM)

development of housing solutions following Hurricanes Katrina/Rita. He managed numerous projects for development of policies, guidance, and program evaluation/implementation tools for emergency management and environmental agencies using a broad range of quantitative and qualitative methods. Mr. Ariail developed analytical products using case analysis, cost-benefit, economic impact, geospatial, statistical, and other methodologies.

Relevant Skills: Analyzing all relevant Federal programs to determine how to leverage additional funding for NJ

KIRK DINGER

Proposed Project Assignment: **Trainer**

Education:

Lake Lehman High School

Millersville University/Industrial Arts Education, attended

Registration(s)/Certification(s):

FEMA ACE III

FEMA ACE II

FEMA ACE I

General Building Contractor License

Affiliated Company:

URS Corporation

Experience Summary

Mr. Dinger began as an inspector for FEMA Housing Program in 1989 and has been with PaRR Inspections since 2001. Mr. Dinger serves as a Regional Trainer for PaRR Region I teaching new and seasoned inspectors through PaRR Inspections unique Mock Inspection classes. He has also served as a Field Coordinator for disasters and currently serves as a Recruiter/Trainer, Quality Control Assistant Manager for PaRR Inspections. Mr. Dinger has spent the last 7 years focused primarily on the Quality Control program at PaRR Inspections.

Experience Highlights

- Conducted more than 200 classes, including both the Basic Certification Course for Disaster Housing Inspectors and the Advanced Course for Disaster Housing Inspectors.
- Initiated the current version of PaRR's QC program by working with software developers and in-house IT to develop a comprehensive and updated QC program within PaRR to enhance inspector performance and better meet FEMA quality standards.
- Involved in the field testing and development of the original Grid Systems ACE program in 1992; performed over 7000 inspections and an additional 1000 Quality Control inspections. Functioned as an on-site Field Supervisor for approximately 27 federally-declared disasters.

Work History

Recruiter/Trainer/ Quality Control Assistant Manager, PaRR Inspections, LLP 2006- present

- Conducted more than 200 classes, including both the Basic Certification Course for Disaster Housing Inspectors and the Advanced Course for Disaster Housing Inspectors.
- Assisted in revising the training material throughout the contract.
- Initiated the current version of PaRR's QC program by working with software developers and in-house IT to develop a comprehensive and updated QC program within PaRR to enhance inspector performance and better meet FEMA quality standards.

Reference: Douglas D. Frost, Project Director

Field Supervisor, PaRR Inspections, LLP 2001-2006

- Functioned as an on-site Field Supervisor for approximately 27 federally-declared disasters, responsible for conducting inspector briefings and coordinating field review
- Interacted directly with up to 1600 contract inspectors and FEMA personnel regarding contract obligations, disaster and inspection issues.
- Served as Project Supervisor for Hurricane Katrina response in Louisiana. Responsible for all individual housing inspections related to IIP inspections. Completely responsible for over 2000 contract inspectors, field support staff and interaction with FEMA Inspection Services Coordinator and Task Monitor.

Reference: Larry Altman, Field Operations Manager

Contract Housing Inspector 1989-1998

- Performed FEMA Housing Inspections and field supervision for over 20 declarations as a contract inspector beginning with Hurricane Hugo and including the Loma Prieta earthquake, Hurricane Andrew with Scientific Services, Hurricane Georges with Computer Science Corporation and numerous others with Parsons Brinkerhoff.

Solix Resumes

JACK MILLER

President & Chief Operating Officer

KEY SKILLS

- 20+ Years Operations Management**
- 20 Years Strategic Planning**
- 20 Years Business Development**
- 20 Years Stakeholder Management**
- 30+ Years Sales & Marketing**

EXPERIENCE

Solix, Inc.

2011 – Present

President & Chief Operating Officer

Oversees all operating units and strategic business planning and corporate development activities.

- * Lead Solix's strategic initiatives and growth strategies.
- * Direct the analysis of business opportunities to ensure consistency with Solix's business plan.
- * Responsible for profit and loss of all business units.
- * Maintain effective relationships with Board of Directors and drive achievement of shareholder objectives.
- * Ensure proper organizational alignment, acquire key talent, and maximize operating efficiency.

Senior Vice President – Corporate Development

2001-2011

- * Led the development and maintenance of strong relationships with existing and potential customers.
- * Diversified the customer base through acquisition and organic growth.
- * Achieved double digit compounded annual increase in revenue.

Bell Atlantic/NYNEX, Corp.

1995-1999

Vice President – Strategic Planning

- * Developed the business plan and successfully launched the company's long distance business.
- * Directed integration efforts of NYNEX and Bell Atlantic Directory Assistance business.

Previously Held Positions

- * Senior Vice President – Microfinancial (1999-2001)
- * Director – Marketing and Regulatory Affairs/Corporate Planning, Bell Atlantic/NYNEX, Corp. (1988-1995)
- * Product Manager – Digital Equipment Corporation (1984-1988)

EDUCATION

- * MBA, Northeastern University
- * AB Economics, Harvard University
- * Executive Programs, Harvard Business School and Fuqua School of Business, Duke University

MEMBERSHIPS

- * NJ Chamber of Commerce – Cornerstone Member
- * Choose New Jersey – Partner

ERIC D. SEGUIN

Vice President – State & Local Programs

KEY SKILLS

- 16 Years Government / Customer Liaison Experience**
- 14 Years State Universal Service Management Experience**
- 4 Years Lifeline Audit and Regulatory Policy Experience**
- Operations Management**
- Financial Management**

EXPERIENCE

Solix, Inc.

General Manager – State & Local Programs

Oversee all operations supporting Solix-administered state Lifeline programs, Universal Service Funds (USFs), Telecommunications Relay Services (TRS), and other public benefit programs. Specific responsibilities include:

- * Lead the State & Local Programs organization to achieve all strategic, operational, and financial program goals
- * Interface with client staff to ensure satisfaction of contractual obligations, service objectives, and program integrity
- * Interface with legislators and senior officials regarding regulatory requirements and successful program management
- * Research and analyze state and federal regulatory proceedings
- * Develop and deliver expert testimony in support of fund administration recommendations and analyses

Oklahoma Corporation Commission (public utility rates/ services regulator)

Chief of Telecommunications

- * Supervised the review of service offerings and rate filings
- * Oversaw Lifeline audits and certified Lifeline providers as eligible carriers
- * Developed policy recommendations, including Lifeline
- * Conducted technical conferences, rulemakings, and company dispute resolutions
- * Served on staff of the Federal-State Joint Board on Universal Service; assisted in design of national USF policies

National Exchange Carrier Association (NECA)

Director - State Program Operations

- * Launched and managed the State programs group

Previously Held Positions

- * Policy Analyst, Financial Analyst, and Forecaster, NECA

EDUCATION

- * Doctoral Coursework (ABD), Management, Capella University
- * MBA Finance, College of William and Mary
- * BA Accounting, St. Leo University
- * BA Economics/International Finance, Rutgers University

CERTIFICATIONS/ MEMBERSHIPS/ AWARDS

- * Certified Fraud Examiner (CFE)
- * Adjunct Instructor, University of Central Oklahoma
- * NECA Employee of the Year Award
- * United States Army Armor Leadership Award

ROGER BRAND DIRECTOR – POST-COMMITMENT OPERATIONS

EXPERIENCE

10 Years Schools & Libraries Program

- Performance Management
- Process Improvement
- Financial Management
- Program Leadership

EDUCATION

Solix, Inc.

Director – Schools & Libraries Program, Post-Commitment Operations

Manage Solix's post-commitment processing for the Federal Schools and Libraries (E-rate) Program as administered by the Universal Service Administrative Company (USAC). Processes managed include invoicing review and payment approval, appeals review, and funding commitment modification review. Specific responsibilities include:

- * Direct staff so that processes are performed in compliance with procedures and FCC rules and guidelines, and that customer satisfaction is achieved by meeting or exceeding USAC performance and quality goals
- * Manage multiple teams to ensure all regulatory, contractual, and procedural requirements are met
- * Plan, recruit, and direct highly-qualified leaders to manage these teams
- * Provide ongoing evaluation of functions to identify opportunities to improve efficiency or quality. Implement process changes; recommend procedural or system changes
- * Interface regularly with Universal Service Administrative Company (USAC) Operations staff to present findings and recommendations

Solix, Inc.

Manager – Schools & Libraries Program

- * Project manage user requirements and test plans for Information Technology-related projects
- * Identify and resolve any systems issues among affected parties
- * Manage invoice review team to ensure high quality reviews while meeting or exceeding performance goals
- * Research status and create reports to provide to federal program clients

Timeplex, LLC

Manufacturing Engineering Director/Engineering Manager

- * Lead a team in production of networking equipment
- * Approve test strategies and procedures (ISO compliant)
- * Manage new product introductions

EDUCATION

- * BS Industrial Engineering, New Jersey Institute of Technology

PROFESSIONAL TRAINING

- * Project Leadership: Building High-Performance Teams
- * Assessing and Redefining Your Leadership Style
- * Business Process Innovation
- * Emerging Telecom & Convergence Technologies

SCOTT DONNELLY

Program Compliance – Appeals Associate Manager

KEY SKILLS

20 Years Project Management Experience

20 Years Supervisory Experience

14 Years Budget Management Experience

Client Relationship Management

Database Management

EXPERIENCE

Solix, Inc.

Program Compliance – Appeals Associate Manager

Address the needs of applicants who were denied funding during the initial program integrity review process to ensure their satisfaction with the review process and results. Specific responsibilities include:

- * Research original decision to determine which support documentation is required and provide decision guidance
- * Assess the work of other reviewers to confirm compliance with program guidelines and regulations

NECA Services, Inc.

Invoicing Customer Service Hotline

- * Manage Call Hotline for invoicing customer service and related topics
- * Ensure appropriate answer timeframe, response accuracy, and escalation of issues

National Exchange Carrier Association (NECA) / NECA Services, Inc.

Application and Invoicing Reviewer

- * Review the forms submitted by schools and libraries requesting federal program funding for compliance
- * Communicate with applicants to ensure common understanding of the request and funding decision
- * Verify invoice commitments matched the approval forms for the invoicing school or library

Community FoodBank of New Jersey

Manager of Volunteer Department

Manage the volunteer department and coordinate actions for the processing, storage, and distribution of food and clothing donated by corporations to assist needy families and those affected by the September 11, 2001 attacks on New York City (the Community FoodBank of New Jersey is the largest foodbank in United States and one of two disaster recovery centers in NJ after 9/11). Specific responsibilities include

- * Manage influx of volunteers from sources nationwide to ensure efficient foodbank operations
- * Coordinate with 9/11 recovery director and standard operations director to provide appropriate volunteer resource allocation for more than 100 daily volunteers from across the nation
- * Deliver presentations on operations and mission plan to groups of volunteers from a diverse set of backgrounds
- * Provide relief, support, and hope to the needy and hungry families of New Jersey and those affected by 9/11

Previously Held Positions

- * Financial Manager – Human Resources Finance, AT&T

KEY SKILLS

* Financial Results and Analysis

* Customer and Supplier negotiation

* Software Including: SiebelCRM, STARS, MS Office Word, Excel, and MS Outlook

STUART WALDRUM

Senior Vice President & Chief Information Officer

KEY SKILLS

25 Years Information Technology Experience
Collaborative Business Partnering
Business Outsourcing Solutions
New Product Development
Cross Functional Leadership
Infrastructure Optimization

EXPERIENCE

Solix, Inc.

Senior Vice President & Chief Information Officer

Serve as the principal advisor to Solix's management team: customers, designated program managers and their staff on assuring world-class development and implementation of Information Technology (IT) initiatives. Responsibilities include:

- * Lead the IT organization to enable business growth, improve cost effectiveness, customer service, and quality
- * Provide strategic and tactical planning, development, evaluation, and coordination of IT systems for operations
- * Direct IT planning and budgeting processes and allocate resources consistent with Solix goals and objectives
- * Ensure that methodology, technology and infrastructure are robust and secure to be consistent with changing laws, regulations and industry best practices
- * Allocate IT organization human capital to deliver solutions in the most competitive and cost effective manner

Synergy Capital Management Group

Managing Partner/Owner

- * Co-founded an investment trading company that managed \$27M in assets.

Automatic Data Processing, Inc.

Vice President, Information Technology & Chief Information Officer

- * Led the IT group for ADP's Small Business Division encompassing 330,000 clients, utilizing both legacy and web-based platforms
- * Maintained full budget and cost oversight for \$14M
- * Rebuilt IT group including leadership team, staff and processes
- * Delivered web-based products to support sales growth and meet operations productivity objectives
- * Developed an Internet product suite integrating client data for CPA partner; increased related sales 23%

Previously Held Positions

- * Vice President – Financial Systems, ADP
- * Senior Director – Internal Systems Development, ADP

EDUCATION

- * Duke of York Royal Military Academy, Dover, England
- * Sandhurst, Executive Leadership Program, England

CERTIFICATIONS/ MEMBERSHIPS

- * Society for Information Management

MARK ASHNAULT

Senior Director – Applications Architecture

PROFESSIONAL SUMMARY

23 Years Information Technology Experience

Applications Development

Database Management and Administration

Infrastructure Architecture

Project Planning

EMPLOYMENT HISTORY

Solix, Inc.

Senior Director – Applications Architecture

- * Lead the design and implementation of complex solutions to achieve desired performance for internal operations and customers. Responsibilities include:
 - * Translate requirements into architectural specifications
 - * Direct the design and building of objects for Solix platforms
 - * Evaluate new technologies including web-based solutions

MF Global

Application Development Manager

- * Directed team providing application development support of reporting systems and an equity trading feed processing service
- * Optimized SQL database designs

REFCO

Manager – Applications and Database

- * Directed development of website and process automation.
- * Data Architect for SQL Server database design and deployment.
- * Designed and implemented database disaster recovery plan.

EDUCATION

- * BS Computer Science, University of Scranton

TECHNICAL SKILLS

- * Databases: SQL Server, Oracle 9i, Sybase, DB2
- * Software: Microsoft Net, C#, Tomcat, ASP.Net, SSRS, Peoplesoft, Cognos, Plainview, Legato, Crystal, XML, HTML, JSP, FTP, J2EE
- * Operating Systems: Microsoft Server 2003, Windows XP/ 2003/2000/NT, UNIX

PUBLICATIONS

- * Author [Java Server Programming with J2EE Unleashed](#)
- * Technical Editor, Reviewer [SQL Server 7.0](#) and [A Guide to Developing Client/Server Applications](#)

Center for NYC Neighborhoods

CHRISTIE E. PEALE

EXPERIENCE: AFFORDABLE HOUSING AND COMMUNITY DEVELOPMENT

CENTER FOR NYC NEIGHBORHOODS, NEW YORK, NY, EXECUTIVE DIRECTOR, FEBRUARY 2012 THROUGH PRESENT. Leader and manager of homeowner services intermediary focused on local best practices, funding and policy in foreclosure prevention, loss mitigation and neighborhood stabilization. Responsible for: fundraising, setting organizational policy and strategy while navigating challenging issues and a complex subject matter, business development, budget and personnel management, fundraising activities, program development, evaluation and outcomes for \$5.5 million non-profit. Grew organization by over \$2mm and 10 staff over the first year and added 12 non-profits for a total of 38 network partners. Responsibilities also include Board relations and management; external relations for a divergent group of stakeholders, including funders, community groups, advocates, banks, servicers and government. Responsibilities also include those of Interim ED and Deputy Director as below.

INTERIM EXECUTIVE DIRECTOR, JULY 2011 THROUGH FEBRUARY 2012. Responsible for organizational leadership during transition following departure of founding ED, including Board engagement in organization's first strategic planning process; management of 26 network partners including developing, issuing and awarding \$3mm competitive NOFA process in July 2011.

DEPUTY DIRECTOR, AUGUST 2008 THROUGH JULY 2011. Responsibilities included: Primary advisor to the Executive Director on strategic planning and operations. Management of startup and roll out of \$6.5mm small property foreclosure prevention loan fund launched in partnership with NYC HPD, including determining credit policies, underwriting guidelines, corporate structure and staffing. Research and feasibility analyses of alternative financing products for maintaining neighborhood stabilization during and post foreclosure including note purchasing, distressed refinancing and non-retention strategies. Liaison to lenders, servicers, funders, nonprofit partners, Board members and public officials, represented the organization at public functions and conferences, and lead day-to-day operations of CNYCN. Monitoring of grantee's development and roll-out of REO credit facility and organized and facilitated the REO in NYC Working Group, addressing issues such as availability of end loans for post-rehabilitated properties. Convened lender/servicer roundtable and negotiations regarding loan workouts and modifications, developed new lender/servicer escalation program in-house and scoped new projects and programs aimed at improving homeowner outcomes in foreclosure. Participated in national foreclosure policy groups through NHC, Living Cities and other national coalitions in order to evaluate and develop strategies around legislative activity relating to foreclosure prevention and neighborhood stabilization.

NEW YORK STATE HOUSING FINANCE AGENCY, NEW YORK, NY. SENIOR PROGRAM MANAGER, HOUSING PRESERVATION AND POLICY. MAY 2007 THROUGH AUGUST 2008. Underwrote and closed \$18.5mm in mortgages and bonds (with 4% tax credits) in 2007 for 230 units of affordable housing, including the first deal in the Agency's new Open Bond Resolution. Underwrote \$77mm in mortgages and bonds (over 1500 units of affordable housing) and closed \$61mm in bonds with 4% credits (771 units) in 2008. Responsible for overall underwriting process including project management, feasibility and financial analysis, ensuring calculation and allocation of 4% as-of-right tax credits, due diligence review, coordination with tax credit syndicators/investors and LOC banks, credit committee presentation and Agency approval process from application to closing. In addition to compiling and analyzing Agency's preservation statistics, responsible for outreach to affordable housing developers to target and evaluate potential deals.

COMMUNITY LEAGUE OF THE HEIGHTS, INC., NEW YORK, NY. DIRECTOR OF REAL ESTATE DEVELOPMENT. JUNE 2004 THROUGH MAY 2007. Responsible for the development of housing and community facilities for community-based not-for-profit developer. Oversaw all aspects of pre-development and construction of over \$75 million in real estate development projects including 77 units of green rehabilitated affordable housing (with 9% credits), 38 units of new construction supportive housing (with 9% credits and federal S+C vouchers), 14 units of HUD 203k housing, and 12 units in three historic brownstones (also with 9% tax credits); development of community technology center and 75,000 square foot community center and New Visions school; developing budgets, securing financing from private banks, intermediaries and public partners; supervising design and construction; and identification of new development projects including site acquisitions and project feasibility analyses. Other responsibilities: supervision of project consultants, architects, property management and tenant services staff; oversight of existing housing portfolio; and coordinating with community partners on local neighborhood planning efforts. Also responsible for contract and grant management, including grant writing, reporting and maintaining relationships with private and public funders.

RIDGEWOOD BUSHWICK SENIOR CITIZENS COUNCIL, HOUSING DEPARTMENT, BROOKLYN, NY. ASSISTANT DIRECTOR FOR CONTRACTS AND SPECIAL PROJECTS. APRIL 2004 THROUGH JUNE 2004. Responsible for management of contracts with NYS DHCR, NYS DOH, NYC

DYCD, ESDC and NYC HPD, including ensuring timely achievement of deliverables, report and voucher submission, and receipt of funds. Responsible for all duties as Special Projects Manager, as follows.

SPECIAL PROJECTS MANAGER. OCTOBER 2002 THROUGH APRIL 2004. Project management for new early childhood development

center in tax-credit building, part of mixed-use plan for abandoned Rheingold brewery site, including development of construction budgets and fundraising for build-out of center; budget development for program operation and RFP submission to city for ongoing operating funds. Project management for rehabilitation of six-family building for an interim lead safe house program and for mixed-use "cond-op" building, with ground floor commercial retail and rental and homeownership residential units. Marketing and data management for sale of affordable 2- and 3-family homes. Grant writing that secured over \$245,000 in funding, including a grant for a community-built playground in a formerly abandoned lot. Program administration, staff supervision and reporting to funders.

LOCAL 32B-J BUILDING SERVICES PENSION FUND, NY, NY. CONSULTANT. May 2001 through September 2002.

Assisted Housing Consultant in the research of affordable housing for members and their beneficiaries, including applicable federal, state and city programs and ERISA related issues. Researched and developed content for housing information web pages. Assisted in organizational re-structuring of benefit funds' Health Center.

EXPERIENCE: HEALTH CARE ADVOCACY

GAY MEN'S HEALTH CRISIS, INC., NY, NY. HIV MANAGED CARE SPECIALIST. DECEMBER 1999 THROUGH JANUARY 2001. Responsible for agency's contract with the Managed Care Consumer Assistance Program (MCCAP) including: program planning, administration and reporting; supervised Managed Care Advocate. Provided technical assistance to grantor and other MCCAP network agencies and presented workshops on managed care for PWHA's to providers and consumers.

MEDICARE RIGHTS CENTER, NY, NY. CONSULTANT. JUNE 1999 THROUGH DECEMBER 1999. Developed Medicare counseling scripts for state and national distribution. Provided technical assistance, supervision, Medicare counseling to Spanish speaking callers, legal research and advocacy.

HOTLINE DIRECTOR. JULY 1997 THROUGH FEBRUARY 1999. Administered New York State's Medicare Hotline and MRC's national HMO Appeals Hotline. Provided information, referral and advocacy services to original Medicare and Medicare managed care enrollees. Supervised 14 Volunteer Hotline Counselors and three Advocacy Fellows in all aspects of Hotline work including counseling information and technique, data collection, advocacy and casework. Prepared and provided presentations on a variety of Medicare topics to both social service professionals and Medicare beneficiaries. Responsible for maintaining database and reporting to NYSOFA and grantors on Hotline trends and activity.

WOMEN'S PRISON ASSOCIATION, NY, NY. COBRA CASE MANAGER. SEPTEMBER 1996 THROUGH JUNE 1997. Responsible for the intensive case management of a caseload of 30 women with HIV/AIDS involved in the criminal justice system and their families in NYC. Supervised a team of two other staff, a Case Management Technician and a Community Follow-Up Worker. Responsibilities included research, referral and coordination of housing, benefits, legal, medical and social services for clients and their collaterals; ongoing, goal-oriented case management; crisis management and advocacy.

CITIZEN'S ADVICE BUREAU, BRONX, NY. COBRA CASE MANAGEMENT TECHNICIAN FOR PWHA. June 1995 through September 1996. Intensive case management for people with HIV/AIDS including client assessment, service planning and re-assessment; ensuring access to medical and legal services, mental health care, and housing; client escorts, home visits and advocating for client entitlements; permanency planning, disclosure issues and harm-reduction with clients.

EDUCATION:

HUNTER COLLEGE SCHOOL OF SOCIAL WORK (HCSSW), NY, NY. Masters in Social Work, May 2002. Major Method: Community Organizing. Received Dorothy North McNeal Award for Achievement in Community Organizing 2001-2002.

HARVARD AND RADCLIFFE COLLEGES, CAMBRIDGE MA. Bachelors of Arts in Fine Arts, Magna cum Laude, June 1993. John Harvard scholarship and Elizabeth Cary Agassiz Scholar Award, for Academic Achievement in 1990-1991.

LUCY RAIMES

WORK EXPERIENCE

Center for New York City Neighborhoods
Program Director

New York, NY
Dec 2009 - present

- Oversee over \$11 million in grant funding provided to 38 locally based not-for-profit organizations as part of a citywide network of homeownership specialists
- Liaison to the New York State Office of the Attorney General for the oversight and coordination of foreclosure prevention providers funded through the Homeowner Protection Program
- Responsible for contract negotiations, performance monitoring, evaluation, training and support
- Lead efforts to increase collaboration, coordination, and information sharing among network participants
- Collaborate with key stakeholders within and outside of the network to promote innovation, design new programs, and recognize best practices
- Represent the organization at conferences and trainings

Places for People Developments
Business Development Manager

Edinburgh, Scotland
2003 – June 2009

- Participated in the coordination and delivery of an annual affordable housing development portfolio of \$40 million
- Responsible for seeking new business opportunities and leading consultant teams to progress development projects
- Developed bid for a \$100 million mixed-use development on the west coast of Scotland
- Oversaw 2 project managers while independently progressing additional projects
- Structured deals with private and public partners for new development projects
- Devised and prepared the company's sustainability strategy, promoting energy efficiency over renewable technology

K. Backus & Associates, Inc., Real Estate Consultants
Project Manager

New York, NY
2000 – 2003

- Helped select and coordinate a project team of architects, land use attorneys, design and property consultants to plan for the strategic growth of two Columbia University campuses
- Assisted in developing a winning plan to construct a significant new mixed-use development next to the Cathedral of St. John the Divine

- Prepared financial analyses and capital budget scenarios to ascertain project feasibility and inform business negotiations with St. John the Divine
- Helped manage developer selection, assess economic impact, and prepare a grant funding request for the proposed development of a \$100 million, 230,000 square-foot biotechnology building in Upper Manhattan
- Provided financial advice to Edison Schools to assist in their proposal to develop a 240,000 square-foot school, office, and museum on the northeast corner of Central Park

NYC Department of Housing Preservation and Development
Deputy Director, Large Scale Development Unit

New York, NY
1997 – 2000

- Assisted in the oversight of all large scale developments by private and not-for-profit partners on city-owned land
- Coordinated various city agencies in the development of Gateway Estates, a 227-acre master plan for 2,300 units of affordable housing, 2 schools, and 45 acres of parkland on a former landfill site
- Managed a negotiated land sale for the future development of a 640,000 square-foot retail center

Special Assistant to the Chief of Staff, Commissioner's Office

- Wrote testimony for the Commissioner before the City Council
- Worked with Executive Staff to promote new initiatives to develop, preserve and finance affordable housing
- Spearheaded and oversaw the HPD fellowship program for college graduates

New York City Department of Homeless Services
Analyst & Urban Fellow, Commissioner's and Budget Office

New York, NY
1995 - 1997

- Coordinated agency-wide data, wrote detailed reports, and presented findings to intra-agency working group for New York City's Comprehensive Plan
- One of 25 college graduates across the U.S. selected for their commitment to public service to work in government

EDUCATION

New York University
Robert F. Wagner Graduate School of Public Service
Dean's Scholar, Masters of Urban Planning

New York, NY
2003

Brown University
Bachelor of Arts, Double Major in Urban Studies and Public Policy

Providence, RI
1995

Matthew M. Hassett

EDUCATION

Brown University, Class of 2008.5

Providence, RI

- *Magna Cum Laude*, 4.0 GPA
- B.A. History

University of Salamanca Fall 2006

Salamanca, Spain

Davidson College, 2004-2006

Davidson, NC

Relevant Academic Projects at Brown University:

- "Addressing Providence's Foreclosure Crisis": Consulting report through Brown's Public Policy Department to help a local community development corporation apply for funding under the Neighborhood Stabilization Program

PROFESSIONAL EXPERIENCE

Center for New York City Neighborhoods (CNYCN)

Director of Lending, February 2013 – Present

New York, NY

- Manage direct lending and grant-making programs, including the Mortgage Assistance Program (MAP) and the Neighborhood Recovery Fund (NRF)
- Supervise and manage eight employees in the MAP, NRF, and Lender/Service Relations groups
- Coordinate with senior management to implement organization's policy goals
- Build and manage relationships with banking partners, government and foundation staff, and other key stakeholders

Program Manager - MAP, February 2011 – January 2013

- Operationalized program; activities included: engagement with partners to build application volume, management of relationships with funders, establishment of underwriting guidelines, application processing, and loan closings

Morgan Stanley

Analyst, Global Sustainable Finance / CRA, September 2010 – February 2011

New York, NY

- Analyzed community development lending, investment, and grant activity, as well as HMDA data
- Engaged with New York City non-profits and advocacy groups on issues of community development
- Assisted with special projects, including Sustainability Report and new initiatives for New York City CRA program

NYC Department of Housing Preservation and Development (HPD)

New York, NY

Policy Analyst, Distressed Asset Financing Programs, January 2010 – August 2010

- Developed and project managed foreclosure mitigation initiatives, including the Neighborhood Stabilization Program

(NSP) and the Mortgage Assistance Program (MAP)

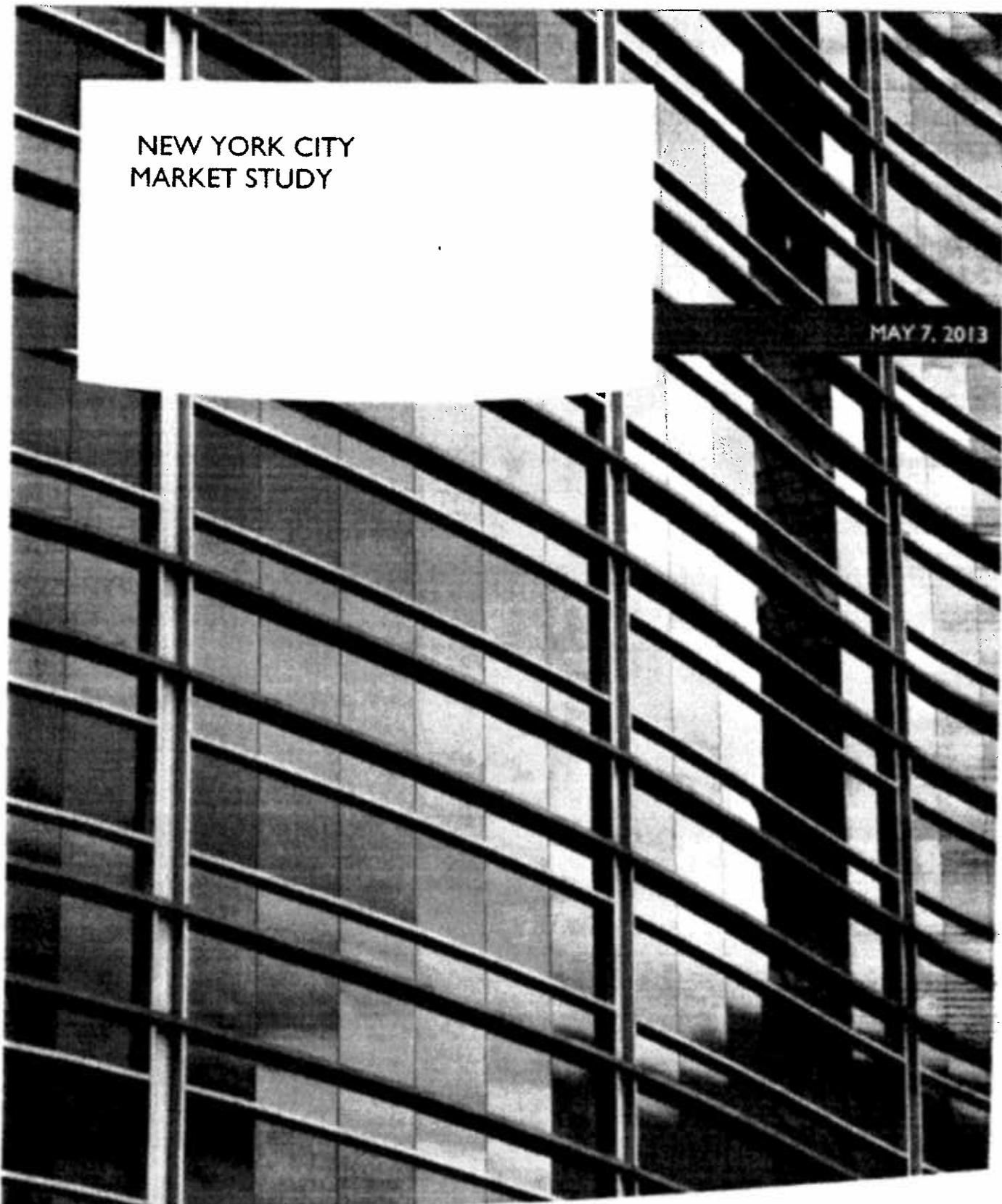
Consultant, Strategic Planning Group / Distressed Asset Financing Programs, October 2009 - December 2009

- Contributed significantly to a successful HUD grant application resulting in over \$20 million in NSP funding

Intern, Strategic Planning Group - Distressed Asset Financing Programs, June 2009 – September 2009

CNYCN Network

BOROUGH	AGENCIES
Brooklyn	Bedford-Stuyvesant Community Legal Services Brooklyn Bar Association Volunteer Lawyers Project Inc. Bridge Street Development Corporation Brooklyn Housing and Family Services Brooklyn Legal Services Corporation A CAMBA Cypress Hills LDC Greater Sheepshead Bay Development Corporation Grow Brooklyn Neighbors Helping Neighbors, Inc. NHS of East Flatbush NHS of Bedford Stuyvesant Pratt Area Community Council, Ridgewood Bushwick Senior Citizens Council South Brooklyn Legal Services Southern Brooklyn Community Organization
The Bronx	Legal Services NYC – Bronx NHS of the North Bronx NHS of the South Bronx West Bronx Housing and Neighborhood Resource Center
Queens	Chhaya CDC JASA: Legal Services for the Elderly in Queens Margert Community Corporation NHS of Jamaica Queens Legal Services Queens Volunteer Lawyers Project, Inc. Rockaway Development & Revitalization Corporation
Staten Island	NHS of Staten Island Northfield Community Local Development Corporation Staten Island Legal Services
Citywide	Asian Americans for Equality (AAFE) Common Law City Bar Justice Center The Legal Aid Society Mutual Housing Association of New York(MHANY) MFY Legal Services New York Legal Assistance Group (NYLAG) The Parodneck Foundation



NEW YORK CITY
MARKET STUDY

MAY 7, 2013

TABLE OF CONTENTS



Executive Understanding

Availabilities:

- Manhattan Map and Fact Sheets
- Brooklyn Map and Fact Sheet
- Queens Map and Fact Sheets
- Staten Island Map and Fact Sheet
- Bronx Map and Fact Sheet

Broker Contact Information



Executive Understanding

Cushman & Wakefield

Page 4

EXECUTIVE UNDERSTANDING



Cushman & Wakefield has been asked to develop a preliminary study of the five boroughs of New York City. Ideally, the potential options should be short term (two years), open landscaped and situated in close proximity to mass transit. Solix has also provided the approximate square foot requirements for each area, based upon the estimated number of employees that will be required at each field office.

In Manhattan, the search focused on options located between 14th Street and Wall Street. There are six viable options whose subleases run from the end of 2015 to the end of 2017. Available spaces range from 9,000 sf to 20,000 sf. Rental rates for these properties, with the exception of 70 State Street (\$32.00 gross), will range from \$21.00 gross to \$25.00 gross.

Brooklyn, with a 10,000 sf requirement, has only one option located at 1 Metrotech Center. The 15,402 sf sublease expires in June 2017. The rental rate will be between \$20.00 gross and \$23.00 gross.

The Bronx, with a +/- 1,500 sf requirement, has only one option at 1200 Waters Place. The minimum size, however, will be 2,500 sf with a rent of \$32.50 plus electric.

Queens, with a +/- 6,000 sf requirement, has two viable options. At Octagon Plaza there is a 10,000 sf sublease which can be divided. The rental rate is \$21.00 gross to \$25.00 gross and the sublease runs through January 2017. The other option, the Falchi Building has a sublease with a rental rate range of \$21.00 gross to \$25.00 gross. This sublease runs through November 2016.

Staten Island, with a +/- 2,500 sf requirement, has one reasonable option. A sublease of 3,070 sf is available at 1535 Richmond Avenue which expires in January 2017. The rental rate will be between \$20.00 gross and \$23.00 gross.

Cushman & Wakefield will continue to track these markets for Solix. Should Solix be awarded the assignment, Cushman & Wakefield will then undertake a complete, detailed analysis of those properties which best fit the requirements of Solix.

Manhattan Fact Sheets and Map





Location: New York Global Connectivity Center
 AKA 32 Sixth Ave
 Between Walker & Lispenard Street
 Downtown Cluster
 Tribeca Submarket
 Manhattan
 New York, NY 10013

Building Type: Class B Office/Telecom Hotel/Data Hosting

Status: Built 1932, Renov Aug 2000

Stories: 29

RBA: 1,144,489 SF

Typical Floor: 39,465 SF

Developer: -

Total Avail: 74,883 SF

Management: Rudin Management Company, Inc.

% Leased: 99.2%

Recorded Owner: Rudin Management Company, Inc.

Expenses: 2011 Tax @ \$6.58/sf, 2007 Ops @ \$14.95/sf, 2011 Est Ops @ \$17.47/sf
 Parcel Number: 0192-0001

Amenities: 24/7 Building Access, Balconies, Banking, Bus Line, Commuter Rail, Food Service, Metro/Subway, Security System

	3,500	3,500	3,500	Withheld	Arranged	Negotiable	Direct
P GRND	3,500	3,500	3,500	Withheld	Arranged	Negotiable	Direct
P GRND	3,500	3,500	3,500	Withheld	Arranged	Negotiable	Direct
P 7th / Suite 700	500 - 6,500	6,500	6,500	\$25.00/elec	Arranged	3-10 yrs	Sublet
E 100	6,500	6,500	6,500	Withheld	Arranged	Negotiable	Direct
P 23rd	8,614	8,614	8,614	\$40.00/mg	Arranged	Thru Apr 2016	Sublet
P 27th	3,469	3,469	3,469	Withheld	Arranged	Negotiable	Direct



Location: NWC of Exchange Place
 Downtown Cluster
 Financial District Submarket
 Manhattan
 New York, NY 10005

Building Type: Class A Office

Status: Built 1956

Stories: 27

RBA: 468,000 SF

Typical Floor: 18,150 SF

Total Avail: 43,049 SF

% Leased: 99.3%

Developer: -

Management: Vornado Office Management Inc.

Recorded Owner: Vornado Realty Trust

Expenses: 2012 Tax @ \$8.24/sf; 2001 Ops @ \$17.37/sf, 2012 Est Ops @ \$17.65/sf
 Parcel Number: 0023-0050

Amenities: 24/7 Building Access, Abatement Zone, Banking, Bus Line, Corner Lot, Energy Star Labeled, LEED Registered, Metro/Subway, On Site Management, Property Manager on Site

E 6th	23,170	23,170	23,170	Withheld	Arranged	Thru Aug 2021	Sublet
P 10th	3,448	3,448	3,448	Withheld	Vacant	3-10-2015	
P 14th	6,000 - 16,431	16,431	16,431	Withheld	Arranged	Thru Oct 2015	Sublet



Location: AKA 66 Beaver St
 Between Beaver & Pearl Streets
 Downtown Cluster
 Financial District Submarket
 Manhattan
 New York, NY 10004

Building Type: Class B Office
 Status: Built 1962, Renov 2006
 Stories: 25
 RBA: 318,600 SF
 Typical Floor: 15,500 SF
 Total Avail: 33,100 SF
 % Leased: 94.6%

Developer: Robert Kaufman
 Management: Swig Equities, LLC
 Recorded Owner: 5 Hanover Square Property Investors II LLC

Expenses: 2012 Tax @ \$3.68/sf, 2011 Est Tax @ \$3.81/sf; 2012 Est Ops @ \$12.20/sf
 Parcel Number: 0028-0005
 Amenities: Abatement Zone, Concierge, Corner Lot, On Site Management, Security System

P 3rd	9,625	9,625	9,625	Withheld	Arranged	Thru Dec 2017	Sublet
P 5th / Suite 501	6,260	6,260	6,260	Withheld	Arranged	Thru Feb 2019	Sublet
P 15th	6,260	6,260	6,260	Withheld	Arranged	Thru Feb 2019	Sublet
P 16th	3,000	3,000	3,000	Withheld	Arranged	Thru Feb 2019	Sublet
P 22nd / Suite 2201	7,105	7,105	7,105	\$36.00/-elec	Vacant	10 yrs	Direct



Location: AKA 9-19 State St
 Between Pearl & Water Streets
 Downtown Cluster
 Financial District Submarket
 Manhattan
 New York, NY 10004

Building Type: Class A Office

Status: Built 1987
 Stories: 42
 RBA: 531,521 SF
 Typical Floor: 12,655 SF
 Total Avail: 163,984 SF
 % Leased: 80.4%

Developer: Robert Kaufman
 Management: RFR Realty LLC
 Recorded Owner: Sea State St 9-19

Expenses: 2010 Tax @ \$10.16/sf, 2011 Est Tax @ \$10.65/sf; 1999 Ops @ \$16.17/sf, 2011 Est Ops @ \$19.42/sf
 Parcel Number: 0009-0014
 Amenities: Banking, Bus Line, Concierge, Metro/Subway, On Site Management, Property Manager on Site, Waterfront

P 3rd / Suite 300	2,149	2,149	2,149	Withheld	Vacant	Thru Aug 2015	Sublet
P 4th / Suite 400	4,907	4,907	4,907	Withheld	Vacant		
P 15th	1,475	1,475	1,475	Withheld	Vacant	Negotiable	Direct
P 18th	1,820	1,820	1,820	Withheld	Vacant		
E 17th	14,138	14,138	14,138	Withheld	Aranged	Negotiable	Direct
P 20th	8,132	8,132	8,132	Withheld	Vacant	Negotiable	Direct
P 22nd	8,511	8,511	8,511	Withheld	Vacant	Thru Nov 2016	Sublet
P 23rd / Suite 2300	8,132	8,132	8,132	Withheld	Vacant		
P 25th / Suite 2550	8,887	8,887	8,887	Withheld	Vacant	Negotiable	Direct
P 26th / Suite 2610	7,224	7,224	7,224	Withheld	Vacant		



E 29th	14,900	14,900	44,287	Withheld	Vacant	Negotiable	Direct
E 30th	14,901	14,901	44,287	Withheld	Vacant	Negotiable	Direct
E 31st	14,901	14,901	44,287	Withheld	Vacant	Negotiable	Direct
P 32nd	3,354	7,343	7,343	Withheld	Vacant	Negotiable	Direct
P 32nd	3,354	7,343	7,343	Withheld	Vacant	Negotiable	Direct
P 38th	3,270	3,270	3,270	Withheld	08/2013	Negotiable	Direct
P 38th / State 3811	1,848	1,848	1,848	Withheld	Vacant	Negotiable	Direct
P 39th	8,848	8,848	8,848	Withheld	Arranged	Negotiable	Direct
E 40th	18,000	18,000	18,000	Withheld	Arranged	Negotiable	Direct



Location: AKA 85-89 Pine St
 N/E/C of Water Street
 Downtown Cluster
 Financial District Submarket
 Manhattan
 New York, NY 10005

Building Type: Class A Office
 Status: Built 1969, Renov 1994
 Stories: 29
 RBA: 480,000 SF
 Typical Floor: 16,706 SF
 Total Avail: 167,637 SF
 % Leased: 89.0%

Developer: -
 Management: Broadway Partners Fund Manager, LLC.
 Recorded Owner: Tower Realty Operating Partnership

Expenses: 2011 Tax @ \$7.90/sf, 2012 Est Tax @ \$7.90/sf; 2011 Ops @ \$11.86/sf, 2012 Est Ops @ \$11.86/sf
 Parcel Number: 0038-0001
 Amenities: Abatement Zone, Banking, Bus Line, Concierge, Corner Lot, Metro/Subway, On Site Management, Property Manager on Site

Address	SF Avail	SF Occupied	SF Leased	Status	Lease Term	Remarks
E 2nd / Suite 200	18,962	18,962	58,887	Withheld	10/2013	7-10 yrs Direct
E 3rd / Suite 300	18,963	18,963	58,887	Withheld	10/2013	7-10 yrs Direct
E 4th / Suite 400	18,963	18,963	58,887	Withheld	Vacant	7-10 yrs Direct
P 5th / Suite 501	5,560	14,348	14,348	Withheld	Vacant	7-10 yrs Direct
P 5th / Suite 502	5,560	14,348	14,348	Withheld	Vacant	7-10 yrs Direct
P 7th / Suite 702	8,332	8,332	8,332	Withheld	Arranged	7-10 yrs Direct
E 8th	18,121	18,121	18,121	Withheld	10/2013	7-10 yrs Direct
P 14th / Suite 1401	2,871	2,871	2,871	Withheld	Arranged	7-10 yrs Direct
P 18th / Suite 1800	8,536	8,536	8,536	Withheld	Vacant	7-10 yrs Direct
P 19th / Suite 1900	7,275	11,540	11,540	Withheld	Arranged	7-10 yrs Direct



Floor	SF Area	Floor Contig.	Blkg Contig.	Residual Wk. - Ave.	Occupancy	Lease Type	Lease Term	Lease Type
P 10th / Suite 1001	4,265	11,540	11,540		Withheld	Vacant	3-10 yrs	Direct
P 21st / Suite 2121	8,409	8,409	8,409		Withheld	Vacant	7-10 yrs	Direct
E 20th	18,645	18,645	39,293		Withheld	Arranged	Negotiable	Direct
E 27th	18,645	18,645	39,293		Withheld	Arranged	Negotiable	Direct



Location: AKA 78-94 Front St
 Between Old Slip & Gouverneur Lane
 Downtown Cluster
 Financial District Submarket
 Manhattan
 New York, NY 10005

Building Type: Class A Office

Status: Built 1969, Renov 2009

Stories: 28

RBA: 612,327 SF

Typical Floor: 21,000 SF

Total Avail: 27,345 SF

% Leased: 100%

Developer: William Kaufman Organization

Management: Sage Realty Corporation

Recorded Owner: William Kaufman Org./ St. Paul Co.

Expenses: 2012 Tax @ \$5.43/sf, 2011 Est Tax @ \$5.57/sf; 2007 Ops @ \$7.67/sf, 2012 Est Ops @ \$13.87/sf

Parcel Number: 0033-0001

Amenities: Abatement Zone, Concierge, Courtyard, Fitness Center

Floor	SF Avail	Peak Dem	Big Dem	Remarks / Use	Comments	Availability	Notes
P 2nd / Suite B	4,845	4,845	4,845		Withheld	Vacant	Thru Mar 2021
P 7th	100 - 5,000	5,000	5,000		Withheld	30 Days	Negotiable
P 8th	100 - 5,000	5,000	5,000		Withheld	30 Days	Negotiable
P 12th	2,500 - 13,500	13,500	13,500		Withheld	Arranged	1-3 yrs



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Brooklyn Fact Sheet and Map



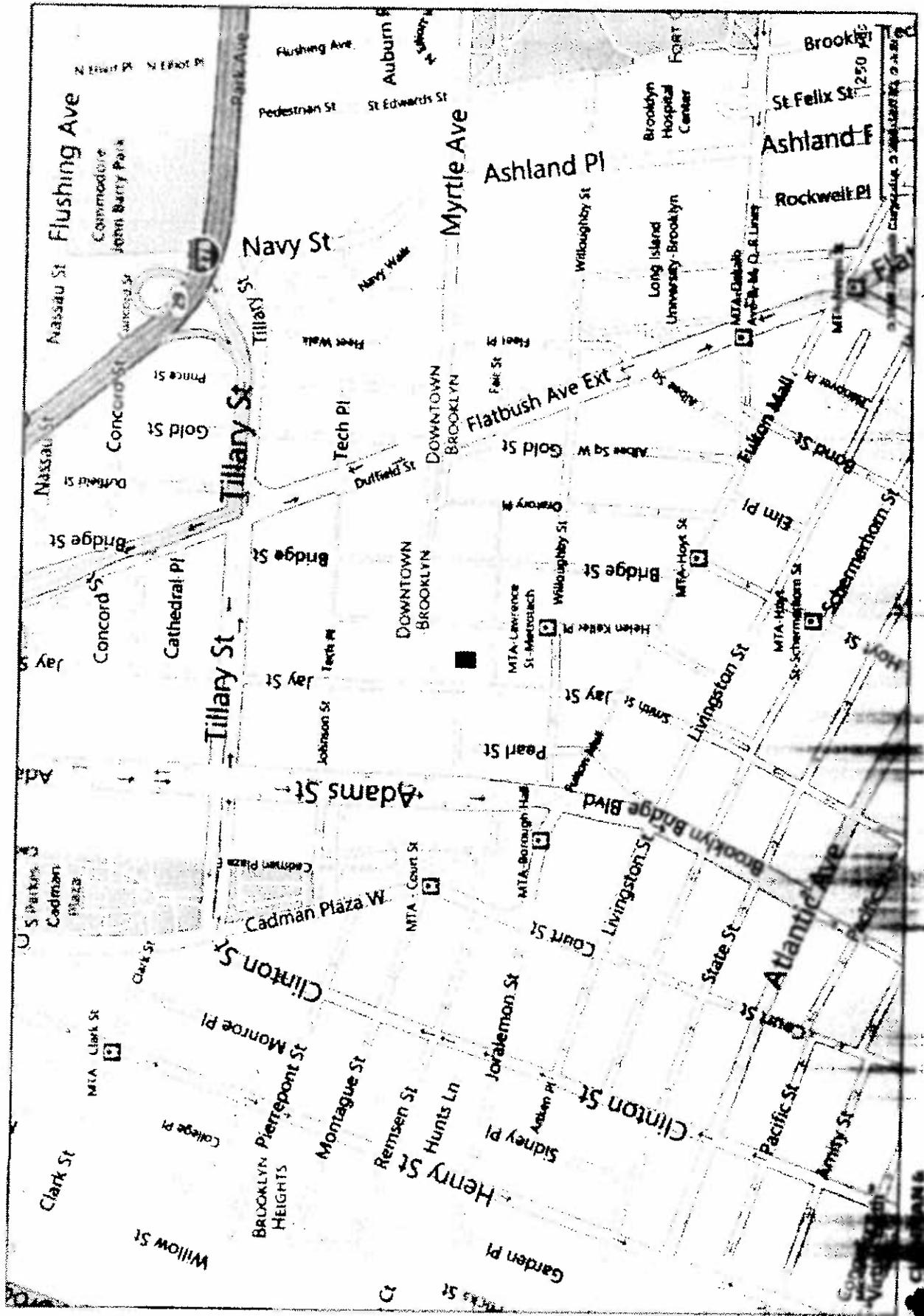
Location: AKA 70 Myrtle Ave
 Between Jay and Lawrence Streets
 Brooklyn Cluster
 Downtown Brooklyn Submarket
 Kings County
 Brooklyn, NY 11201

Building Type: Class A Office
 Status: Built 1991, Renov 2004
 Stories: 24
 RBA: 933,000 SF
 Typical Floor: 39,583 SF
 Total Avail: 262,902 SF
 % Leased: 94.8%

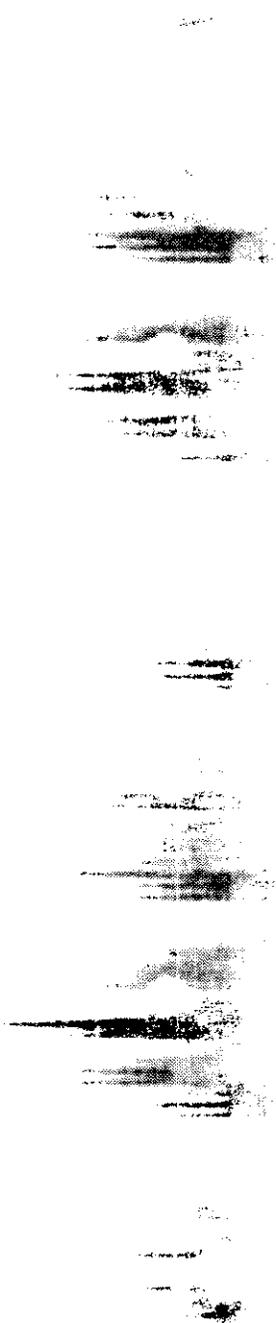
Developer: Forest City Ratner Companies
 Management: Forest City Ratner Companies
 Recorded Owner: Forest City Ratner Companies

Expenses: 2011 Tax @ \$7.20/sf, 2012 Est Tax @ \$7.09/sf; 2011 Ops @ \$9.13/sf, 2012 Est Ops @ \$9.13/sf
 Parcel Number: 00147-0004
 Amenities: Commuter Rail, LEED Registered, Metro/Subway

Area	Area	Area	Area	Area	Area	Area	Area
E CNCR	15,800	15,800	177,871	Withheld	Vacant	Thru Jun 2024	Sublet
P 2nd	13,956	13,956	177,871	Withheld	Vacant	Thru Jun 2024	Sublet
P 3rd	13,956	13,956	177,871	Withheld	Vacant	Thru Jun 2024	Sublet
E 4th	54,414	54,414	177,871	Withheld	Vacant	Thru Jun 2024	Sublet
E 5th	54,414	54,414	177,871	Withheld	Vacant	Thru Jun 2024	Sublet
P 10th	15,000	15,000	15,000	Withheld	Vacant	Negotiable	Direct
P 17th	9,019	9,019	9,019	Withheld	Vacant	Negotiable	Direct
P 18th	9,019	9,019	9,019	Withheld	Vacant	Negotiable	Direct
P 20th	15,402	15,402	15,402	Withheld	Vacant	Negotiable	Direct



Queens Fact Sheets and Map



31-00 47th Ave - The Falchi Bldg



Location: The Falchi Bldg
 AKA 31-01 48th Ave
 Queens Cluster
 Northwest Queens Submarket
 Queens County
 Long Island City, NY 11101

Building Type: Class B Office

Status: Built 1920, Renov 1998

Stories: 5

RBA: 619,265 SF

Typical Floor: 135,000 SF

Total Avail: 181,247 SF

% Leased: 94.3%

Developer: -

Management: KND Management Co. Inc

Recorded Owner: Jamestown 47th Avenue, LP

Expenses: 2012 Tax @ \$1.36/sf, 2011 Est Tax @ \$1.48/sf, 2012 Ops @ \$2.55/sf, 2011 Est Ops @ \$3.44/sf

Parcel Number: 00281-0001

Parking: Free Surface Spaces

Amenities: 24/7 Building Access, Banking, Corner Lot, Fitness Center, Food Court, On Site Management, Security System

Parcel	1,000 - 20,000	20,000	20,000	Withheld	Negotiable	Negotiable	Direct
P GRND							
P 2nd / Suite 2110	5,576	5,576	5,576	Withheld	Vacant	5-10 yrs	Direct
P 2nd / Suite 2120	5,576	5,576	5,576	Withheld	04/2014	5-10 yrs	Direct
P 3rd / Suite 3100	70,927	70,927	70,927	Withheld	Vacant	Thru Nov 2016	Direct
P 3rd / Suite 3105	9,700	9,700	9,700	Withheld	Vacant	Thru Nov 2016	Direct
P 4th / Suite 4120							
P 5th							



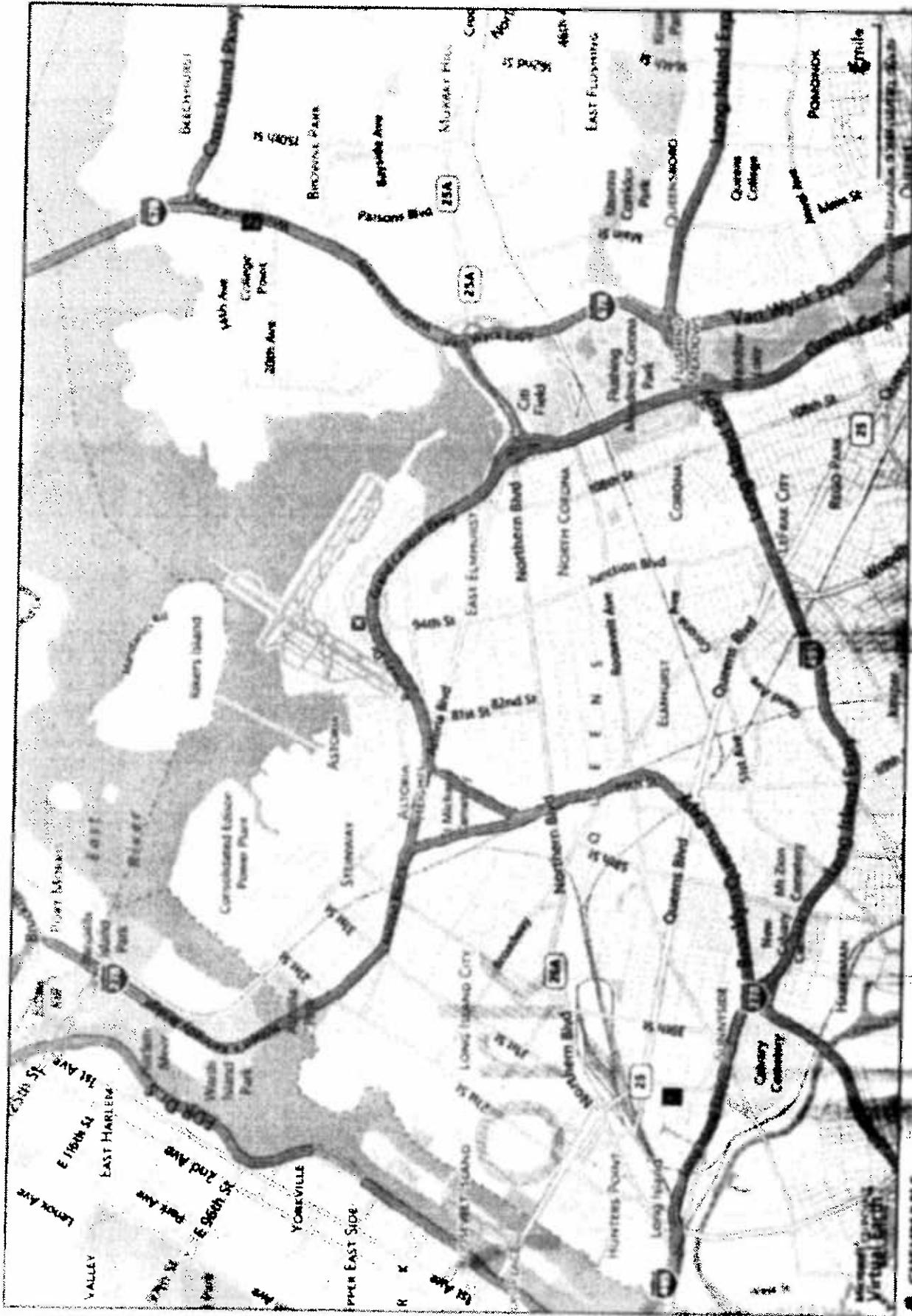
Location: Octagon Plaza
 Queens Cluster
 Northeast Queens Submarket
 Queens County
 Whitestone, NY 11357

Building Type: Class A Office
 Status: Built 1985
 Stories: 5
 RBA: 62,545 SF
 Typical Floor: 10,400 SF
 Total Avail: 38,375 SF
 % Leased: 100%

Developer: -
 Management: Octagon Realty
 Recorded Owner: Octagon Realty

Expenses: 2012 Tax @ \$7.05/sf; 2012 Ops @ \$13.64/sf, 2011 Est Ops @ \$8.72/sf
 Parcel Number: 04148-0080
 Parking: 225 free Surface Spaces are available; Ratio of 4.00/1,000 SF
 Amenities: Bus Line, Fitness Center, Metro/Subway, On Site Management, Property Manager on Site

Level / Suite	Area 1	Area 2	Area 3	Status	Lease Term	Notes
P 1st / Suite 100	5,495	5,495	5,495	Withheld	30 Days	Thru Jan 2017 Sublet
P 1st / Suite 101	5,495	5,495	5,495	Withheld	30 Days	Thru Jan 2017 Sublet
E 2nd / Suite 200	12,490	12,490	12,490	Withheld	30 Days	Thru Jan 2017 Sublet
P 3rd / Suite 301	2,355	2,355	2,355	Withheld	30 Days	Thru Jan 2017 Sublet
P 3rd / Suite 302	2,355	2,355	2,355	Withheld	30 Days	Thru Jan 2017 Sublet
P 3rd / Suite 303	1,510	1,510	1,510	Withheld	30 Days	Thru Jan 2017 Sublet
P 3rd / Suite 304	1,510	1,510	1,510	Withheld	30 Days	Thru Jan 2017 Sublet
P 3rd / Suite 305	1,810	1,810	1,810	Withheld	30 Days	Thru Jan 2017 Sublet
P 4th / Suite 401	1,734	1,734	1,734	Withheld	30 Days	Thru Jan 2017 Sublet
P 4th / Suite 405	848	848	848	Withheld	30 Days	Thru Jan 2017 Sublet
P 4th / Suite 406	848	848	848	Withheld	30 Days	Thru Jan 2017 Sublet



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Staten Island Fact Sheet and Map



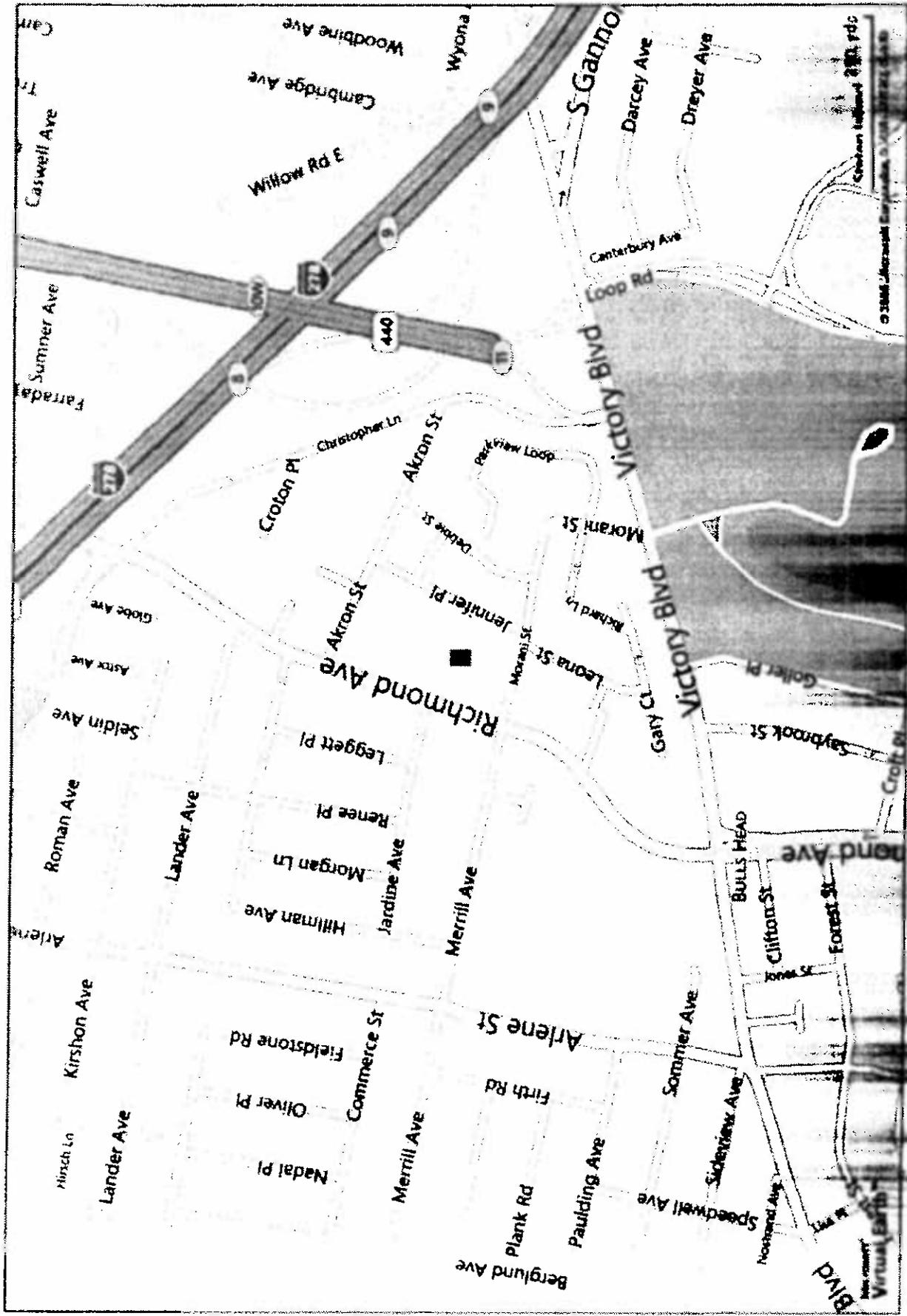
Location: Staten Island Cluster
 Staten Island Submarket
 Staten Island County
 Staten Island, NY 10314

Building Type: Class B Office
 Status: Built Aug 2002
 Stories: 3
 RBA: 39,896 SF
 Typical Floor: 13,298 SF
 Total Avail: 3,070 SF
 % Leased: 100%

Developer: -
 Management: -
 Recorded Owner: 15 Rich Llc

Expenses: 2011 Tax @ \$5.38/sf, 2010 Est Tax @ \$1.18/sf; 2011 Est Ops @ \$3.22/sf
 Parcel Number: 01548-0100
 Parking: 89 Surface Spaces are available; Ratio of 2.20/1,000 SF
 Amenities: Bus Line, Signage

Flr	SF Avail	Leased	Rate	Status	Lease Term
P 1st	3,070	3,070	\$25.00/mg	Vacant	Thru Jan 2017



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Bronx Fact Sheet and Map





Location: Hutchinson Metro Center
 Adjacent to Hutchinson River Pkwy
 Bronx Cluster
 Bronx Submarket
 Bronx County
 Bronx, NY 10461

Building Type: Class A Office

Status: Built 1976, Renov Aug 2002

Stories: 4

RBA: 460,000 SF

Typical Floor: 115,000 SF

Total Avail: No Spaces Currently Available

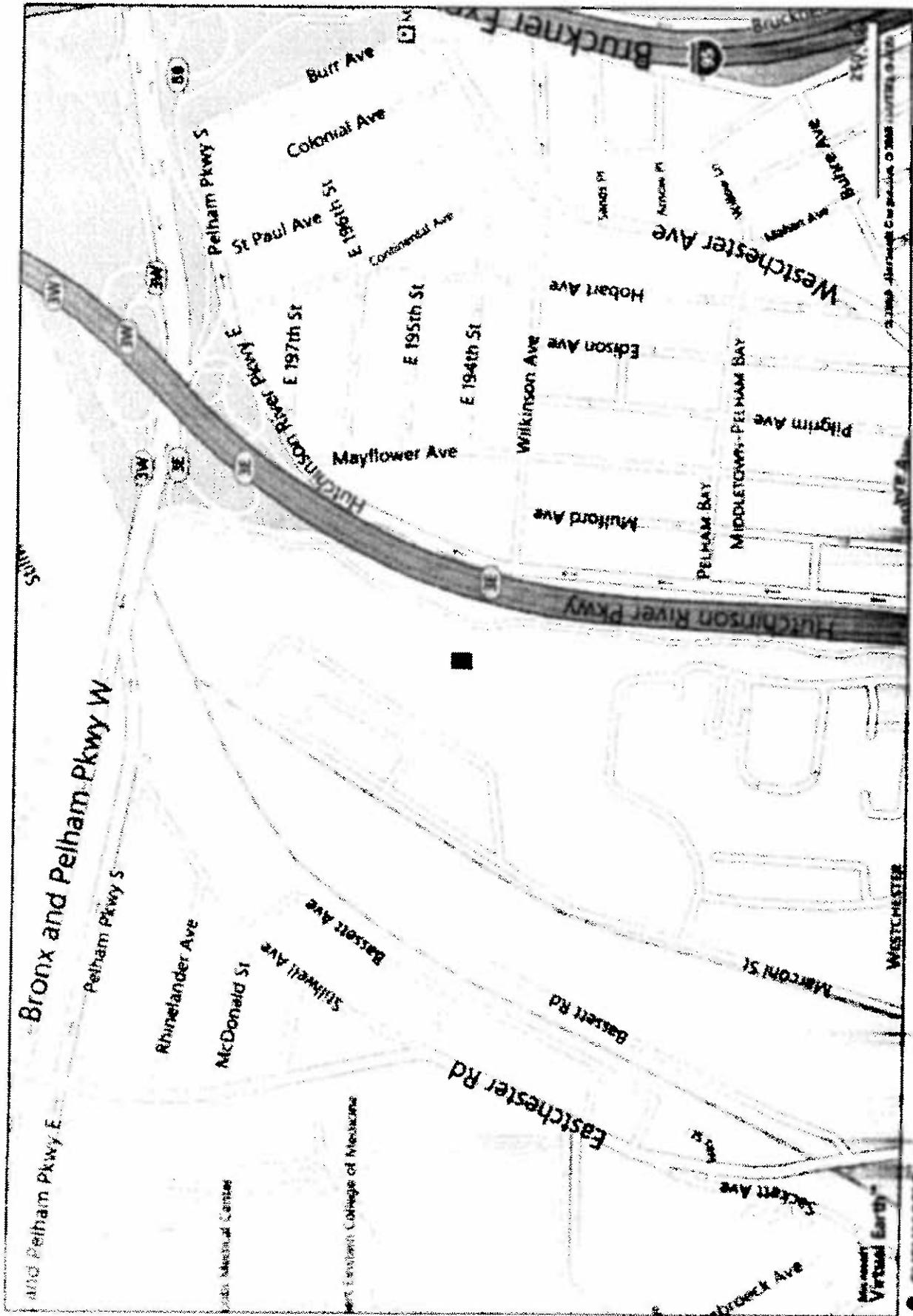
% Leased: 100%

Developer: -
 Management: Simone Development Company
 Recorded Owner: -

Expenses: 2008 Tax @ \$13.32/sf; 2006 Ops @ \$7.36/sf, 2010 Est Ops @ \$7.64/sf
 Parcel Number: 04228-0030, 04226-0070

Parking: 220 Surface Spaces are available; Ratio of 3.00/1,000 SF

Amenities: 24/7 Building Access, Banking, Conferencing Facility, Convenience Store, Courtyard, Dry Cleaner, Fitness Center, Food Court



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Virtual Earth

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