

David A. Paterson
Governor



Deborah VanAmerongen
Commissioner

New York State Housing Trust Fund

Hampton Plaza
38-40 State Street
Albany, NY 12207

Request for Proposals

For

**Marketing and Publication Relations for Foreclosure
Prevention Services Awareness Campaign
(HTFC 09-04)**

December 7, 2009

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Section 1: Introduction and Statement of Purpose

1.1 Statement of Purpose

The New York State Housing Trust Fund Corporation (HTFC) is requesting proposals from qualified applicants for the development and execution of a statewide public awareness campaign for the NYS Subprime Foreclosure Prevention Services Program ("the Program") that will include direct coordination with not-for-profit partners funded under the Program. The goal of the campaign is to increase the number of homeowners seeking the help of responsible housing counselors and legal services providers and to, ultimately, prevent unnecessary foreclosures. This development of the campaign should be addressed in phases, beginning with initial outreach to partners who will help deliver a unified message to homeowners.

1.2 Background

The 2008 NYS Budget included \$25 million to provide counseling and legal services for homeowners in New York State who entered into a subprime or unconventional mortgage. A program was developed and is being administered by the [NYS Housing Trust Fund Corporation \(HTFC\)](#)/Division of Housing and Community Renewal (DHCR), in consultation with the [NYS Banking Department](#), and the [Office of Court Administration](#).

In June of 2008, DHCR solicited not-for-profit corporations to provide financial counseling, mediation, legal representation, negotiation, and other support services to borrowers who face default or foreclosure.

From August 2008 to February 2009, 64 grants totaling \$23.2 million were awarded to organizations to provide outreach, education, counseling and legal services for a two-year period to homeowners at risk of default or foreclosure. Housing counselors and legal service providers are now available in every county of the state.

In addition to grants for direct services made to not-for-profits, HTFC has developed a two-year plan to provide foreclosure prevention training to both counseling and legal service providers. NeighborWorks America was contracted to provide training to counselors, and Empire Justice Center is providing training to attorneys.

The New York State Banking Department and RealtyTrac®'s county-level foreclosure statistics for the second quarter ending June 30, 2009 showed foreclosure filings on 13,664 properties in New York during the second quarter, representing a 15 percent decrease compared to the second quarter of last year but a 24 percent increase over the previous quarter, well above the national increase of 11 percent. Still, New York's overall ranking continued to improve, dropping from 37th in the nation at the end of the first quarter to 39th.

Banking Dept and Realty Trac findings:

- Compared to the first quarter, in the second quarter the same counties comprised the top ten most impacted by foreclosure filings. **Queens County**, which had dropped to second place in the last quarter, is back in first place, followed closely by **Nassau and Suffolk**.
- Areas of the state continue to be disproportionately impacted, with the top 20 counties representing 96 percent of total filings in the state.
- All but five of those counties worsened in the second quarter compared to the first quarter of 2009.
- Only 25 of the 62 counties in the state saw decreases in foreclosure filings in the second quarter compared to the first quarter of 2009.
- **Nassau County** saw a sharp increase of 95 percent when compared to the number of foreclosure filings in the first quarter of 2009. Suffolk County remained relatively flat with a decrease of almost two percent.
- **Orange County**, with 643 foreclosure filings in the second quarter, had an increase of more than 61 percent from the first quarter of 2009. It also had the highest ratio of filings in the state, with one in 208 households with a foreclosure filing in the second quarter.
- **Rockland and Putnam** were also in top five counties based on the ratio of households impacted, with one in 264 and one in 272 homes with a foreclosure filing in the second quarter of 2009.

Areas of the state and segments of the population continue to be disproportionately impacted by foreclosure.

For example, research by Empire Justice Center found a higher penetration of subprime lending has had an adverse impact on communities of color:

"In 2008, the Empire Justice Center examined the impact that the foreclosure of subprime loans was having on the neighborhoods (zip codes) where minorities had been successful in becoming homeowners in New York State, in areas outside of New York City. We found that areas with the highest percentage of minority homeownership were highly impacted. Furthermore, when the issue was viewed by calculating and comparing the percentage of a particular county's minority homeowners who lived in areas impacted by high numbers of subprime foreclosures, the effect was particularly devastating."

As more and more homeowners across New York State and the country face the loss of their homes, rescue scams and foreclosure fraud is an increasing threat. Major media outlets have reported the rising number of scams that target vulnerable homeowners. Scam artists have become increasingly savvy in their advertising and approach. Many scammers promise to resolve pending foreclosures for an upfront payment but then disappear. Others present forged official documents, convince homeowners to sign over deeds, or even file bankruptcy in the homeowner's name.

The Obama Administration began a coordinated effort this year across federal and state governments and the private sector to target mortgage loan modification fraud and foreclosure rescue scams that threaten to victimize homeowners. Organizations like the

NYS Banking Department and NeighborWorks America have joined the effort to help homeowners avoid fraud, developing tips and fact sheets on the tactics of scam artists and the rights of homeowners, and disseminating information through a variety of outlets including the media and the web.

Building on the efforts of 2008, DHCR has received an additional \$25 million for foreclosure prevention in the 2009-2010 NYS budget. In addition to increasing the availability of foreclosure counseling and legal services in targeted areas throughout the state, a portion of this new funding will be used for a statewide public awareness campaign to encourage homeowners to seek the free, professional help available and avoid scams and fraud. One of the greatest challenges we face in the effort to help prevent foreclosures in New York State is educating homeowners about the free, professional services available through New York and encouraging them to reach out for help at the first sign of difficulty paying their mortgage.

Information on the HTFC Subprime Foreclosure Prevention Services Program can be obtained on the website at www.nysdhcr.gov.

Section 2: Functional Description of RFP

2.1 Foreclosure Prevention Services Public Awareness Campaign

HTFC is seeking proposals from eligible applicants to develop and execute a statewide public awareness campaign for the NYS Subprime Foreclosure Prevention Services Program ("the Program") that will include direct coordination with not-for-profit partners funded under the Program and other public and private partners. Efforts should be made to coordinate with other efforts for similar services, and where appropriate make marketing efforts compatible with those of other nonprofit partners.

The Program requires a comprehensive marketing and advertising campaign that includes:

- Branding that earns trust
- A consistent message and effective campaign materials targeted to public audiences as well as stakeholders and centers of influence

A campaign should be executed strategically to:

1. **Identify and reach out** to partners and stakeholders and provide communication tools and support so that they can easily be a credible source of information and messages to homeowners.
2. **Educate** target populations and homeowners about the services available through the state Foreclosure Prevention Program and how to avoid fraud and rescue schemes. Time must first be spent informing people about the services and establishing the credibility with consumers and a brand for the State's program.
3. **Persuade** people to call. Once some education and awareness has taken place and credibility has been established, the next step is to persuade homeowners to

make the call and get a plan at the first sign of trouble. This phase and the messages and vehicles employed must take into account the wide variety of reasons many homeowners have for failing to seek help immediately, including:

- They don't know where to turn (this is addressed in phase two)
- They don't know who to trust (addressed in phase two)
- They're afraid
- They're embarrassed
- They're in denial
- They're too busy
- They're unaware of the extent of the problem
- They think things will work themselves out

The audience for this effort should be broken into two main segments:

1. Partners, stakeholders, and centers of influence who will help deliver the message
2. Consumers/homeowners, specifically:
 - Top 20 counties for foreclosure filings
 - Minority census tracts—The New York Times recently reported that defaults occur three times as often in mostly minority census tracts as in mostly white ones, and that 85% of the hardest-hit neighborhoods have a majority of Black and Hispanic homeowners. This matches with the Banking Department's foreclosure research which confirms that minority communities are being disproportionately affected. For example, approximately 90% of foreclosure filings in the Bronx, 78% in Brooklyn, and 87% in Queens are in minority areas.

Initial research should be done to help gain an understanding of the people in need of foreclosure prevention services and the messages that will resonate with them. Interviews and conversations with housing counselors and legal service providers in the field will help arm the campaign with valuable information about what is actually happening in the communities most impacted by foreclosure, what are the needs and the situations of the people involved, and what will likely impact their behavior and move them to make the call. Other efforts currently underway by nonprofit partners should be evaluated for effectiveness, such as those being managed by NeighborWorks America.

Initial research will help fine-tune the message, but in general the message for this campaign needs to be simple, hopeful, positive, and personal. It needs to resonate with homeowners from different parts of the state, and it needs to make people feel empowered to turn things around. People need to know that free, quality help is available and private. It needs to both persuade people to call housing counselors, and also help people avoid scams and fraud.

The messages should also be realistic and avoid making promises and guarantees. Special attention must be paid to language used in order to distinguish New York's free, professional services from schemes and fraud. Words matter and the campaign must research what words are tied to scams and avoid their usage. For example:

"Stop Foreclosure Now!"

"We guarantee to save your home."

"Keep Your Home. We know your home is scheduled to be sold. No Problem!"

"We have special relationships within many banks that can speed up case approvals."

"We Can Save Your Home. Guaranteed. Free Consultation"

This type of over-the-top language is typically used by scam artists. Our campaign must provide a realistic sense of hope and convey to people that "we can't make promises, but we can help you get a plan."

Campaign messages and materials must be produced and disseminated in both English and Spanish to reach a wide audience around the state.

The campaign should use multiple channels and strategies and mobilize many voices. It should include print, television, radio, Web messages, and earned and social media. The message must be constant and consistent.

The campaign should use housing counselors and homeowners to deliver the message through TV commercials, brochures and collateral, advertising, and earned media. Housing counselors urging clients to utilize their services, and homeowners telling their personal stories of success and describing their experiences working with housing counselors and legal service providers will help establish trust and provide a personal, approachable message.

Scope of Services

We see multiple venues to disseminate the campaign message and the successful proposal will demonstrate the ability to perform the services necessary to execute a multi-faceted campaign that may include, but is not limited to:

A dedicated Hotline/Call Center

A call center where people can be connected directly to housing counselors in their areas should be explored.

TV and radio

The campaign should utilize radio and TV to make personal, positive appeals to homeowners to call for help at the first sign of trouble.

Radio and TV commercials should be broadcast in both English and Spanish.

In addition, venues like cable access shows, radio symposiums, and opportunities for guest appearances on radio talk shows should be pursued.

Web messages and a dedicated website

A Web site should be developed to create a strong online presence for the campaign where homeowners can easily find foreclosure assistance information and resources. The site would be an interactive portal for information and should include a listing of housing counselors and legal service providers around the state with contact information, upcoming events for homeowners where counselors will be available, tools for assessing individual situations to determine if a counselor should be called, fact sheets that clearly explain the process and dispel myths about mandatory settlement conference and other procedures, facts about homeowner rights, and fact sheets and tips about avoiding fraud.

The site should also include client testimonials and blogs with guest articles posted from counselors and other experts and partners. The site should allow people to register for clinics or to request a call from a housing counselor.

Media Tool Kit

A media tool kit could be distributed to partners to help them communicate on the issue and develop a united voice for the campaign. Kit may include materials such as:

- Sample press releases
- Sample letters to the editor
- Fact sheets on various topics (rights of homeowners, avoiding scams, etc.)
- PSA for distribution to local media or placement on web site
- Talking points for events
- Tips on organizing an event or participating in events
- Brochures and posters

Print

Campaign materials should be developed to drive people to the website and create a strong brand for the State's foreclosure prevention program. Logo and design must easily translate onto various marketing materials, for example:

- Property tax bill-messages inserted
- Print ads and posters
- Brochures for churches, libraries, centers of influence
- Handouts and presentation materials to educate homeowners
- Ads
- Billboards

Earned media and social media

News stories, opinion pieces, and blogs are help create a presence for the campaign and credibility for the State's services. The campaign should issue periodic press releases on various events, outcomes, materials, activities of partners, etc.

The creation of a short video that includes interviews with counselors and homeowners could be distributed to organizations, downloadable from the Web site, broadcast on public TV and/or cable access shows, and available for homeowners to order off the Web. A press release announcing the video would generate stories and interest in the campaign and help to educate the media on the role of housing counselors and legal service providers.

Foreclosure Prevention Speakers Bureau

Identify speakers on a variety of topics who commit to being the “go-to” people when opportunities arise for speaking engagements on foreclosure prevention. They would also be called upon as the campaign proactively searches for and creates opportunities to speak publicly on a variety of topics, some examples include:

- Working with a housing counselor
- How legal service providers can help
- Foreclosure process and mandatory settlement conferences
- Homeowner rights and responsibilities
- Avoiding scams and fraud

Section 3: Eligibility Requirements/Selection Criteria

3.1 Eligibility Criteria

HTFC will accept proposals from public relations and similar firms for assistance strategizing and carrying out a public awareness plan as described above. Preference will be given to agencies with proven experience in consumer education or a related field, social and Web marketing, and that have capabilities, affiliates or partners in graphic design, Web site design and maintenance, and printing, as well as experience in TV and radio advertising campaigns.

Contractors selected under this RFP must demonstrate expertise and experience with conducting statewide campaigns on behalf of a public entity.

3.2 Evaluation Process

- Proposals first will be examined for completeness. All proposals determined to be complete will continue to the evaluation stage. Incomplete proposals and proposals that do not meet the minimum requirements will be rejected.
- Proposals will be evaluated based on evaluation criteria outlined in Section 3.3.
- HTFC reserves the right to refuse funding to any proposal that does not meet HTFC goals.
- Interviews with the highest scoring applicants may be held following initial review of the written proposals.

3.3 Proposal Scoring Criteria

Proposals will be evaluated to determine which submissions propose the most effective response to meet the HTFC’s requirements. The characteristics and attributes which will be considered most relevant include:

A. Experience and Capacity (40%):

- Experience with public awareness campaigns in the area of foreclosure, consumer protection or related areas.
- Experience in working with state agencies and not-for-profits in marketing efforts.

- Qualifications and experience of staff in relevant marketing area.
 - Sufficient organizational and staffing capacity to provide services
 - A willingness to collaborate with other HTFC funded provider(s) to ensure that all services are available throughout the State in a coordinated manner.
 - Established relationships with related marketing service providers including print and web services and multimedia advertising.
- B. Needs Served (30%):
- Proposal identifies and responds to the needs of advertising for foreclosure prevention service.
 - Proposal will expand the awareness of the existing foreclosure prevention services.
- C. Cost of Proposal (30%):
- Proposed cost of campaign including market research, outreach, design, and execution of marketing plan.

Section 4: Deadline and Submission Requirements

4.1 Instruction for Submission

In order to fairly evaluate all proposals, a uniform proposal format as outlined in Section 4.4 is required. In addition to the formatted proposal, please include samples of collateral materials, branding campaigns, web sites, or other materials that demonstrate skills.

The selected applicant(s) must have available, throughout the twenty-two (22) month contract duration (approximately March of 2010 to January of 2012), appropriate and sufficient staff to provide timely services. The submission of a proposal shall be deemed a commitment to enter into a contract on the terms and conditions stated in the RFP unless specific exceptions are noted in the proposal. HTFC reserves the right to reject any such exceptions proposed by the applicant.

Applicants should supply four (4) copies of their responses to the RFP. Only complete proposals received by the submission deadline will be evaluated by HTFC. Faxed submissions will not be accepted. HTFC will not be responsible for late deliveries of any submissions.

To be considered, Proposals must be mailed or hand delivered to:

NYS Housing Trust Fund Corporation
Frank Markowski, Assistant Treasurer
38-40 State Street
Albany, New York 12207

4.2 Submission Deadline

The proposal must be received at the above address no later than **3:00 PM, January 21, 2009**, with the following clearly printed on the outside:

“Proposal for Foreclosure Prevention Services Public Awareness Campaign”

4.3 Proposal Opening

Opening of the Proposals will take place at 3:00 PM on the same day at HTFC, at the Hampton Plaza location. Any Proposal delivered after 3:00 PM will not be considered. Delays in U.S. mail deliveries or any other means of transmittal, including carriers or agents of the applicant, shall not excuse late submissions.

4.4 Submission Requirements

All proposals must include:

- A. Applicant Overview Form in Attachment 4
- B. Qualifications Narrative of no more than five pages that includes:
 - 1. Mission and history of applicant.
 - 2. Principals and key staff including relevant experience.
 - 3. Previous experience with the planning and execution of public awareness campaigns for state agencies and/or nonprofits.
 - 4. Previous experience under contracts with government agencies providing consulting and planning services.
- C. Proposal Narrative that includes:
 - 1. A description of the proposed approach.
 - 2. An outline of the method used to develop the campaign strategy.
 - 3. A description of the types of media and materials used to market the service.
 - 4. A proposed timeline for the campaign.
 - 5. Summaries of no more than three similar campaigns undertaken and their impact/
 - 6. Samples of collateral materials, web sites, multimedia, etc.
- D. Price Proposal
Applicants must propose a price based on the cost of the overall campaign. That price should include all expenses for the development and execution of the campaign, and separate costs such as agency fees, from costs of printing, web, media, etc. Authorized travel will be paid according to the State’s “Management/Confidential” travel guidelines, which can be found at <http://www.osc.state.ny.us/agencies/travel/travel.htm>
Cost of travel should be included, although we envision most meetings and work being done via web meetings and email.

- E. Complete the Affirmation of Understanding in Attachment 5.
- F. Complete the Offerer Disclosure in Attachment 6.

4.5 Reservation of Rights

- A. HTFC reserves the right to:
 - 1. Accept or reject any or all proposals, in whole or in part, received in response to this RFP.
 - 2. Select other than the applicant of apparent lowest cost.
 - 3. Adjust or correct cost or cost figures upon written notice to and with the concurrence of the applicant if errors are apparent.
 - 4. Negotiate with applicants responding to this RFP within the RFP requirements to serve the best interests of the State.
 - 5. Waive or modify minor errors found in any proposal received after written notification to and with the concurrence of the applicant.
 - 6. Begin contract negotiations with another applicant in the event that HTFC is unsuccessful in negotiating a contract with a selected applicant within a timeframe that is acceptable to HTFC.
 - 7. Award contracts to one or more applicants.
 - 8. Amend the terms of the proposed contract.

Section 5: Contract Provisions

5.1 Notification of Award

HTFC will contact selected applicant(s) through a Letter of Intent. A contract which defines all of the deliverables and the responsibilities of the respective parties will be sent to the selected applicant(s).

5.2 Contract(s) to be Awarded

One or more awards will be made to the highest scoring applicants(s) to ensure that services are provided statewide. Written Proposals will be evaluated and scored according to the criteria set forth in Section 3.3 of this Proposal. Interviews will be scheduled for those highest scoring applicants on the written Proposal. The final award will be made based on "Best Value" to HTFC and the State of New York in which cost is only one of several factors to be considered and rated to ensure the best possible product is delivered to the training recipients.

Following an award being made, a contract will be developed by HTFC defining all deliverables, the responsibilities of the applicant and those of HTFC. A sample contract is provided in Attachment 1, and the standard HTFC clauses are in Attachment 2. The amount of funds allocated to any contract pursuant to this RFP will be based upon the scope of work agreed to by HTFC and the applicant, and the availability of HTFC funds.

Contract(s) will be executed pursuant to this RFP only after approval by HTFC. The contract will have an anticipated start date in March 2010.

The contractor(s) shall submit detailed invoices to HTFC not more frequently than on a monthly basis. No charges may be made for professional services that have not been previously identified in the original proposal without the prior approval of HTFC.

5.3 Conflict of Interest

Any contract awarded under this RFP will preclude the applicant from representing before HTFC any applicant or grantee of HTFC other than those applicants or grantees who may be assigned under this contract during the period the contract is in effect. The successful applicant will be subject to the Public Officers Law of the State of New York regulations on conflict of interest. Applicants to this RFP are not barred from applying for funding under the NYS Subprime Foreclosure Prevention Program.

In the event of instances of real or apparent conflict of interest, HTFC reserves the right to impose additional conditions upon contractors. HTFC reserves the right to cancel any contract awarded pursuant to this RFP with 30 days notice in the event of an actual conflict of interest, or the appearance of a conflict of interest, if not cured to the satisfaction of HTFC.

5.4 Liability

HTFC is not liable for any cost incurred by an applicant in the preparation and production of a proposal or for any work performed prior to the effective date of the contract.

5.5 Affirmative Action

In accordance with Executive Law, Article 15-A, HTFC encourages proposals from minority and women-owned business enterprises as defined under Subdivision 9 of Section 310 of said law. All selected applicants will be required to provide an equal opportunity policy and staffing plan.

5.6 Officials Not to Benefit

No member of the Legislature of the State of New York nor any public official, whether federal or state, may benefit from these contracts. Nor may any New York legislator or state public official receive any direct or indirect compensation from a contractor without the consent of HTFC.

5.7 Procurement Lobbying Provisions

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DHCR/HTFC and an offered/applicant during the procurement process. An offerer/applicant is restricted from making contacts from the earliest notice of intent to solicit offers through final award and

approval of the Procurement Contract (the restricted period) by DHCR/HTFC and, if applicable, Office of the State Comptroller, to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified in Section IV of this solicitation. DHCR/HTFC employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/applicant pursuant to these two statutes. Certain findings of non-responsibility can result in rejections for contract award and in the event of two findings within a four year period, the offered/applicant is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services web site at:
<https://www.ogs.state.ny.us/aboutogs/regulations/defaultAdvisoryCouncil.html>.

Section 6. Applicants Conference and Schedule

6.1 Applicants' Conference

An applicants' conference will be held to discuss this proposal, accept questions and provide responses at the:

NYS Housing Trust Fund Corporation
Hampton Plaza
38-40 State Street
Albany, New York 12207
TBA-The week of January 4, 2010
1:30 – 3:00 pm

The applicants' conference will begin promptly at **1:30 pm**. Please report to the desk at the front lobby indicating that you are attending the conference and have proper identification. All questions at the conference will be considered inquiries and will be documented together with the appropriate answers. These questions and answers will be distributed to applicants as soon after the conference as practical. Questions posed during the conference may or may not be answered immediately. All responses given at the conference will be considered unofficial until they are posted on the HTFC website at www.nysdhcr.gov.

All questions relating to this RFP must be submitted by mail/email no later than **January 8, 2010** to fmarkowski@nysdhcr.gov or to the attention of:

Frank Markowski, Assistant Treasurer
NYS Housing Trust Fund Corporation
38-40 State Street
Albany, New York 12207
518-486-3407

All questions must cite the RFP section and page number, if applicable. Answers to all questions will be provided by e-mail to any person who has requested a copy of this RFP and to all persons who sign the attendance sheet at the applicant's conference. Answers will be provided on HTFC's website to questions received as of **January 8, 2010**.

6.2 **Schedule**

December 7, 2009	Distribute RFP
TBA Week of January 4th	Applicants conference
January 8, 2010	End of question period
January 21, 2010, 3:00 PM	Submission deadline
January 21, 2010	Proposal opening
February 1, 2010 (week of)	Interviews (finalists only) TENTATIVE
February 14, 2010	<u>Anticipated</u> date of notification to applicants

ATTACHMENT 1
Housing Trust Fund Corporation
CONTRACT FOR SERVICES

THIS AGREEMENT, is made and entered into _____ between _____ having its principal office at _____ (“Contractor”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”).

WITNESSETH:

WHEREAS, HTFC seeks Contractor services in order to _____;
WHEREAS, the Contractor was the successful applicant pursuant to a request for proposals issued by HTFC on _____;
WHEREAS, the Contractor is engaged in the business of providing the types of services set out in the scope of services of this Agreement (Exhibit A); and
WHEREAS, subject to the terms and conditions hereinafter set forth, HTFC shall make funds available to enable the Contractor to provide such services.
NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. Scope of Services. The Contractor will provide the services as set forth in Exhibit A (the “services”). The Contractor represents that the Contractor has or shall obtain, or cause to be obtained, all personnel necessary to undertake and provide the services in a manner satisfactory to HTFC.
2. Period of Agreement. This Agreement shall commence as of _____ and shall terminate on _____. HTFC may terminate this Agreement upon notice if it determines that the Contractor has failed to comply with the terms of this Agreement. In addition, either party may, upon thirty (30) days written notice to the other party, terminate this Agreement. HTFC may also terminate this Agreement for cause in the event it is found that the certificate filed by the Contractor in accordance with the New York Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, HTFC may exercise its termination right by providing written notification to the Contractor.
3. Compensation. HTFC agrees to pay the Contractor at the rate set forth in the budget attached as Exhibit B (the “budget”). Contractor agrees that in no event will the Contractor be paid more than \$_____ for the Services unless authorized in writing by HTFC.
4. Payment Process and Accounting Procedures.
 - (a.) HTFC shall make payments to the Contractor in accordance with the Budget. Any modification of the Budget must be approved in writing by HTFC before it shall become effective.
 - (b.) HTFC shall, in its sole discretion, determine the extent to which it will use the services of the Contractor. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.
 - (c.) Payment will be made upon receipt of the Contractor’s invoice for services rendered with such documentation as may be required by HTFC, submitted in writing to HTFC. Except as may be specifically provided in the Budget, the Contractor is solely responsible for all

the Contractor's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.

(d.) Payment will be made to Contractor via ACH (Automated Clearinghouse) transfer, i.e., direct deposit to the Contractor's account. Contractor will provide such information at HTFC may require on a form to be provided by HTFC to comply with this requirement.

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

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

5. Supervision of Services.

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

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

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

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

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

Exhibit A	Scope of Services
Exhibit B	Budget
Appendix 1	Equal Opportunity Requirements
Appendix 2	Standard Clauses for all HTFC Contracts

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

CORPORATION

HOUSING TRUST FUND

By:_____

By:

Name:

Name:

Title:

Title:

ATTACHMENT 2 HOUSING TRUST FUND CORPORATION

APPENDIX 1

STANDARD CONTRACT CLAUSES

1. Non-Collusive Bidding Requirement. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Project Recipient warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Project Recipient further warrants that, at the time Project Recipient submitted its bid, an authorized and responsible person executed and delivered to HTFC a non-collusive bidding certification on Project Recipient's behalf.
2. Independent Contractor. With respect to any activities carried out in connection with this Agreement, the Project Recipient shall not be the agent of the Corporation nor shall the Project Recipient represent to any person, foundation, group, organization or government entity that the Project Recipient is acting as agent for the Corporation or that the Project Recipient is entitled in any way to act on behalf of the Corporation or to incur obligations on behalf of the Corporation unless expressly authorized to do so by the Corporation in writing. This Agreement shall not be construed as a partnership or joint venture between the Corporation and the Project Recipient. The Corporation shall not be liable for the action of the Project Recipient in carrying out this Agreement.
3. Certification of Non-Sectarian Purpose. No funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.
4. Rules and Regulations. Project Recipient agrees to comply with the Rules and Regulations of HTFC, as amended from time to time, which are incorporated into and made a part of this Agreement.
5. Requests for Funds. The Project Recipient shall certify with each request for funds that (a) all statements and representations previously made regarding this Agreement are correct and complete and (b) that the funds do not duplicate reimbursement of costs or services from any other source.
6. Performance Review. HTFC will review Project Recipient in such manner and at such times as HTFC shall determine for the purpose, among other things, of ascertaining the quality and quantity of the activities performed by Project Recipient, their conformity to the provisions of this Agreement, and the financial integrity and efficiency of Project Recipient.
7. Records. Project Recipient shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as HTFC and any other agencies involved in this Agreement, shall have access to the Records during normal business hours at an office of Project Recipient within the State or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) Project Recipient shall timely inform an appropriate State official, in writing, that said

records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained in this Agreement shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

8. Contracts. All contracts entered into by the Project Recipient for legal, accounting, architectural, engineering, technical, professional, consulting or other services which are to be paid for, in whole or in part, with funds shall be arms-length transactions and shall be entered into only after an appropriate evaluation by HTFC of the experience and qualification of the contracting firm or individual and submission of the Contract to HTFC for approval.

9. Notice of Investigation or Default. The Project Recipient shall notify HTFC within five (5) days after obtaining knowledge of (a) the commencement of any investigation or audit of its activities by any governmental agency; (b) the alleged default by the Project Recipient under any mortgage, deed of trust, security agreement, loan agreement or credit instrument, whether executed in connection with the Project or otherwise; or (c) any alleged breach by the Project Recipient of the terms of any agreement, credit agreement, lease or other instrument executed in connection with the Project. The Project Recipient shall insure that, in the event of any alleged default under any of such instruments, the mortgagee, secured party, lender or lessor, as the case may be, shall simultaneously send to HTFC a copy of any notice of such alleged default sent to the Project Recipient, and shall give HTFC a reasonable opportunity to cure such alleged default.

10. Dissolution, Liquidation or Termination. In the event of dissolution, liquidation or termination of the Project Recipient (whether voluntary, involuntary or by operation of law), this Agreement may be terminated. Such termination shall not relieve the Project Recipient from liability to HTFC pursuant to paragraph 12 of this Appendix. Where dissolution occurs by operation of law or in accordance with Article 10 or Article 11 of the Not-For-Profit Corporation Law, the Project Recipient shall obtain the prior approval of HTFC of its plan of dissolution and distribution of assets.

11. Liability on Termination or Expiration. In the event of termination of this Agreement for any reason or upon the expiration of the Period of Agreement, unless Project Recipient obtains the prior written consent of HTFC to the contrary, all unspent funds held by Project Recipient shall immediately be returned to HTFC, and HTFC shall have no further liability or obligations under this Agreement, including any obligation to make additional disbursements of funds providing, however, that nothing herein is intended to relieve HTFC of its obligation to pay for services properly performed by Project Recipient prior to such termination or expiration. Notwithstanding any such termination or expiration, Project Recipient shall remain liable to HTFC for any unspent funds, the expenditure or use of the funds in a manner or for a purpose not authorized by this Agreement and/or damages as a result of any breach of this Agreement by Project Recipient. HTFC shall have the right, at any time prior or subsequent to any such termination or expiration, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and/or recover funds, which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose and/or damages sustained by HTFC as a result of any breach of this Agreement by Project Recipient.

12. No Oral Modification. This Agreement may not be amended, modified or rescinded unless such amendment, modification or rescission is in writing, signed by HTFC and Project Recipient and delivered to both parties.

13. No Waiver. No waiver of any term, provision or condition of this Agreement shall be effective unless the waiver is in writing, signed by the waiving party and delivered to the other party. No waiver of any term, provision, or condition or of any failure to perform any of the terms, provisions, or conditions of this Agreement shall be construed to be a waiver of any other

or subsequent breach of any term, provision, or condition or failure to perform any of such terms, provisions, or conditions.

14. Workers' Compensation Benefits. In accordance with Section 142 of the State Finance Law, this Agreement shall be void and of no force and effect unless Project Recipient shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

15. Officials not to Benefit. No member of the Legislature of the State of New York, and no public official whether federal, state or municipal, shall be admitted to any share or part hereof.

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

17. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Agreement exceeds \$5,000, Project Recipient agrees, as a material condition of the contract, that neither Project Recipient nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Project Recipient, or any of the aforesaid affiliates of Project Recipient, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to this Agreement's execution, such agreement or modification thereto shall be rendered forfeit and void. Project Recipient shall so notify HTFC and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

18. MacBride Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Project Recipient stipulates that the Project Recipient either (i) has no business operations in Northern Ireland, or (ii) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of their compliance with such principles.

19. Confidentiality. All of the reports, information, data, training manuals, policy and procedure manuals, video and audio tape recordings, computer disks and tapes and all other data given to, prepared or assembled by the Project Recipient under this Agreement (the "Documents") are confidential and the Project Recipient agrees that they shall not be made available to any individual or organization without the prior written approval of HTFC.

20. Documents. Pursuant to any request by HTFC, or if this Agreement is terminated for any reason, or upon completion of the Services, all finished or unfinished documents, data, studies, surveys and reports, video or audio tapes, training manuals, policy and procedural manuals computer tapes and discs, or any item prepared by the Project Recipient under this Agreement shall, at the option of HTFC, become its property and the Project Recipient shall, upon the exercise of such option, be required to turn over such items upon request, and as a condition precedent to the receipt of any compensation or reimbursement due under this Agreement.

In the event the Project Recipient breaches the requirements of this section by failing to provide such documents to HTFC, HTFC reserves the right to seek any legal remedy available to it which may include an injunction, monetary damages, court costs, attorney fees, and in addition, daily liquidation damages in the amount of \$ 1,000.00 until the Project Recipient is in compliance with this section.

All finished or unfinished documents, data, studies, surveys and reports, video or audio tapes, training manuals, policy and procedural manuals prepared pursuant to this Agreement are works for hire; HTFC shall be the author of such materials for the purposes of copyright, and shall own the copyright to such materials. In the event that materials prepared pursuant to this Agreement are not works for hire as defined by applicable law, Project Recipient transfers all rights in the copyright of such works, if any, to HTFC.

21. Third Party Participation. This Agreement is intended to secure the services of the Project Recipient because of the Project Recipient's ability and reputation and none of the Project Recipient's duties under this Agreement shall be assigned, subcontracted or transferred without the prior written consent of HTFC. The Project Recipient agrees that despite any subcontract entered into by the Project Recipient for execution of activities or provision of services relating to the performance of Services, the Project Recipient shall be solely responsible for carrying out the Services pursuant to this Agreement. The Project Recipient shall specify in any such subcontract that the Project Recipient or subgrantee shall be bound by this Agreement and any other requirements applicable to the Project Recipient in the performance of Services, unless HTFC and the Project Recipient agree to a modification in a particular case. HTFC shall have the right to review any contract between the Project Recipient and any subProject Recipient regarding the rendering of services pursuant to this Agreement.

22. Indemnification. To the fullest extent permitted by law, the Project Recipient shall defend, indemnify and hold harmless HTFC and its agents and employees from and against claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from performance of this contract or work to be performed pursuant hereto.

23. Non-Liability. Nothing in this Agreement or otherwise shall impose any liability or duty whatsoever on the State of New York, HTFC, the Division of Housing and Community Renewal, or any agency or subdivision of the foregoing (collectively, the State) except as expressly stated in this agreement.

24. Identifying Information and Privacy Notification.

(a) Federal Employer Identification Number and/or Federal Social Security Number.

All invoices or State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a State agency must include the payee's Federal employer identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by any contract or lease. The information is maintained by the Assistant Treasurer of HTFC, 38-40 State Street, Albany, New York 12207 .

25. Service of Process. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Project Recipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Project Recipient's actual receipt of process or upon HTFC's receipt of its return by the United States Postal Service as refused or undeliverable. The Project Recipient must promptly notify HTFC, in writing, of each and every change of address to which service of process can be made. Service by HTFC to the last known address shall be sufficient. The Project Recipient will have thirty (30) calendar days after its service is complete in which to respond.

26. Severability Clause. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and if this Agreement shall, for any reason, be held to be excessively broad as to term, duration, scope, activity or subject, it shall be construed by limiting and reducing itself as to be enforceable to the extent compatible with the applicable law as it pertains.

27. Entire Agreement. This Agreement, including exhibits and appendices, constitutes the entire Agreement between the parties hereto, and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto and approved in the same manner as this Agreement. This Agreement shall be governed by, construed and enforced in accordance with the laws of New York State.

28. Representations and Submissions. Project Recipient certifies that all representation and submission made or given by the Project Recipient in reference to this Agreement or the request for proposals under which this Agreement was awarded were and remain accurate.

ATTACHMENT 3
Housing Trust Fund Corporation
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION
AND EQUAL OPPORTUNITY REQUIREMENTS

In connection with this Agreement, the Project Recipient agrees to abide by the provisions of Article 15-A of the Executive Law as may be amended from time to time (the "Statute") and the regulations promulgated there under by the Division of Minority and Women's Business Development of the New York State Department of Economic Development as may be amended from time to time (the "Regulations"). The Project Recipient also agrees to include the provisions of this exhibit in every contract and subcontract in such a manner that the requirements of the provisions will be binding upon each contractor and subcontractor as to work in connection with this Agreement. The Project Recipient agrees that the Housing Trust Fund Corporation ("Corporation") shall be deemed a third-party beneficiary of the provisions of this exhibit with respect to any contracts and subcontracts there under and shall have the full right of enforcement thereof.

1. Cooperation with the Corporation

The Project Recipient shall at all reasonable times make available and provide to the Corporation's Office of Fair Housing and Equal Opportunity ("OFHEO"), the Corporation or its agents all material and documents relating to this Agreement and shall allow the representatives of the Corporation access to the location of the Work and the individuals employed thereon to verify compliance with this agreement.

2. Reports

After the award of this agreement, the Project Recipient shall submit to OFHEO such reports, in form and manner and at such times as is required by the Corporation.

3. Minority and Women-owned Business Participation Goals.

(a) Participation goals have been adopted to ensure the opportunity for meaningful participation of minority and women-owned business enterprises in the Work to be undertaken by the Project Recipient and financed with funds provided by the Corporation. These goals are expressed as a percentage of the total value of all Work under the Agreement. These percentages are 3% for minority-owned business enterprises ("MBEs") and 1% for women-owned business enterprises ("WBEs"). The Project Recipient agrees to make good faith efforts to achieve these participation goals.

(b) The Directory of Certified Minority and Women-owned Businesses published by the Division of Minority and Women's Business Development of the New York State Department of Economic Development lists the only enterprises which are recognized as minority or women-owned business enterprises for the purpose of meeting the participation goals.

4. Contract Attachment Requirements

Each contract or subcontract entered into by the Project Recipient for the Work shall include the following contract clauses:

a. Equal Employment Opportunity Pledge. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. Policy Statement. As a precondition to entering into this Agreement, the Contractor shall submit an Equal Employment Opportunity Policy Statement to the Corporation. The Policy Statement shall contain and the Contractor shall, during the performance of this Agreement, agree to the following:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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

c. Minority-owned Business Enterprises/Women-owned Business Enterprises

(i) Good Faith Efforts to Achieve Participation Goals. The Contractor will, and will cause its contractors and subcontractors to take the following good faith actions to achieve the participation goals:

(A) Actively and affirmatively solicit bids for contracts and subcontracts from qualified MBEs or WBEs, including circulation of solicitations to minority and women contractor associations.

(B) Obtain a copy of the Directory of Certified Minority and Women-owned Businesses and solicit bids from MBEs and WBEs in the Directory.

(ii) The Contractor and its subcontractors shall at all reasonable times make available to the Corporation or its agents all materials and documents relating to this Agreement and shall allow the representatives of the Corporation access to the location of the Work and the individuals employed thereon to verify compliance with this Agreement.

(iii) The parties agree as a condition of entering into such contract or subcontract to be bound by the provisions of Section 316 of the Executive Law.

ATTACHMENT 4
APPLICANT OVERVIEW

REQUEST FOR PROPOSALS

Applicant Organization Name _____

Address _____

City _____ State _____ Zip _____ County _____

Contact Person _____ Title _____

Telephone ____ (____) _____ Ext. _____ Fax ____ (____) _____

E-mail _____ Fed ID # _____

Certified M/WBE: ____ Yes ____ No (if yes, include copy of New York State Certificate)

NYS Charities Registration no.(if not-for-profit) _____

Legal Status: ____ Corporation ____ Partnership ____ Not-for Profit
____ Other (please specify) _____

Include evidence of filing of certificate if conducting business under an assumed name or as a partner (i.e. doing business as)(General Business Law § 130)

Applicant certifies that to the best of its knowledge and belief, all information contained in this application is true and correct.

Authorized Signature _____ Title _____ Date ____/____/____

ATTACHMENT 5

Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j (3) and §139-j (6)(b)

Offerer affirms that it understands and agrees to comply with the procedures of DHCR/HTFC relative to permissible Contacts as required by State Finance Law **§139-j (3) and §139-j (6)(b)**.

Signature:_____Date:_____

Print Name:_____

Title:_____

Contractor Name:_____

Contractor Address:_____

ATTACHMENT 6
Offerer Disclosure of Prior Non-Responsibility Determinations

Name of individual or Entity Seeking to Enter into the Procurement Contract:

Address:_____

Name and Title of Person Submitting this Form:_____

Contract Procurement Number:_____

Date:_____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

NO

YES

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

NO

YES

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

NO

YES

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below:

Governmental Entity:_____

Date of Finding of Non-responsibility:_____

Basis of Finding of Non-responsibility:_____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle one)

NO

YES

6. If, yes please provide details below.

Governmental Entity:_____

Date of Termination or Withholding of Contract:_____

Basis of Termination or Withholding:_____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law § 139-k is complete, true and accurate.

By:_____

Signature

Date:_____

Name:_____

Title:_____

Attachment 7

NON-COLLUSIVE BIDDING CERTIFICATION-1

REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this day of ,
20 as the act and deed of said corporation or partnership.

NON-COLLUSIVE BIDDING CERTIFICATION-2

**IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING: NAMES OF
PARTNERS OR PRINCIPALS LEGAL RESIDENCE**

**IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING: NAME LEGAL
RESIDENCE**

President:
Secretary:

Treasurer:

President:

Secretary:

Treasurer:

NON-COLLUSIVE BIDDING CERTIFICATION-3 IDENTIFYING DATA

Potential Contractor:

Address:
Street

City, Town, etc.

Telephone: Title:

If applicable, Responsible Corporate Officer:

Name: Title: Signature:

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation Legal name of person, firm or corporation

Name Name

By:

Title Title

Street Street

Address: Address:

City State City State

Attachment 8

Vendor Responsibility Questionnaire

Complete all fields on pages one and two, attach additional sheets if required, sign and notarize page three and return all three pages.

1. Is Vendor: ☐ Prime Contractor ☐ Subcontractor ☐ Certified to do business in NYS	
2. Vendor's Legal Business Name	3. D/B/A -Doing Business As (if applicable)
4. Identification Numbers Charities Registration : DUNS: FEIN: Other:	
5. Address of Primary Place of Business and New York State Office (if applicable)	6. Telephone Number : 7. Fax Number: 8. Website Address:
9. Authorized Contract for This Questionnaire Name: Title: Telephone No: Fax No: e-mail:	10. Vendor's Business Entity Is (check appropriate box) ☐ Business Corporation State of Inc. _____ ☐ Sole Proprietor ☐ General Partnership ☐ Not-for-Profit Corporation ☐ Limited Liability Company (LLP) ☐ Limited Liability Partnership ☐ Other - Specify
11. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who are currently serving or have served in the past three years as: a) An elected or appointed official or officer? b) A full or part time employee in a New York State agency or as a consultant to any New York State agency or authority? c) An officer of any political party organization in New York State, whether paid or unpaid? ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No If yes to any of the above, attach additional sheets listing each individual's name, title, organization, and dates of service. Match response number to questionnaire number.	

12. Within the past (5) five years, has the vendor, any individuals serving in a managerial or consulting capacity, principle owners, officers, major stockholders (10% of voting shares for publicly traded companies, 25% or more for all other companies), affiliate, or any person involved in the bidding or contracting process:

- a. been suspended, disbarred, or terminated by a local, state, or federal authority in connection with a contract or contracting process ☐ Yes ☐ No
- b. been disqualified for cause as a bidder ☐ Yes ☐ No
- c. entered into a voluntary exclusion agreement from bidding/contracting ☐ Yes ☐ No
- d. had a bid rejected on a NYS contract for non-compliance with the MacBride Fair Employment Principles or failure to meet statutory affirmative action or Minority or Women Business Enterprise (M/WBE) requirements ☐ Yes ☐ No
- e. had status as a W/MBE Enterprise denied, de-certified, revoked, or forfeited ☐ Yes ☐ No
- f. been subject to administrative or civil action seeking restitution in connection with any local, state, or federal government contract ☐ Yes ☐ No
- g. been denied an award of local, state, or federal government contract or had a contract suspended or terminated for non-responsibility ☐ Yes ☐ No
- h. been indicted, convicted, or received a judgment against them for any business related local, state, or federal crime including liens, fines, penalties, or injunctions ☐ Yes ☐ No
- i. been issued a citation, notice, violation order, or are pending an administrative hearing or determination for violations of any local, state, or federal laws, rules, or regulations ☐ Yes ☐ No

If yes to any of the above, attach additional sheets listing each individual's name, title, organization, and dates of service. Match response number to questionnaire number.

13. Within the past three (3) years, has the vendor had any governmental audit that revealed material weaknesses in its internal controls ☐ Yes ☐ No

If yes, indicate finding(s).

14. Have any bankruptcy proceedings been initiated by or against the vendor or it's affiliates within the past seven (7) years ☐ Yes ☐ No

15. Is the vendor currently insolvent or have reason to believe that an involuntary bankruptcy proceeding may be brought against them ☐ Yes ☐ No

16. Has vendor been a contractor or subcontractor on any contract with NYS in the past five (5) years ☐ Yes ☐ No

If yes, indicate organization's name, nature of contract, and dates.

State of: _____)

FEIN # _____

) ss:

County of: _____)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York or its agencies or political subdivisions in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the State or its agencies and political subdivisions may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- * has not altered the content of the questions in the questionnaire in any manner;
- * has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- * has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- * is knowledgeable about the submitting vendor's business and operations;
- * understands that New York State will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- * is under duty to notify the procuring State Agency of any material changes to the vendor's responses herein prior to the State Comptroller's approval of the contract.

Name of Business _____ Signature of Owner/Officer _____
Address _____ Printed Name of Signatory _____
City, State, Zip _____ Title _____

Sworn to before me this _____ day of _____, 20____;

Notary Public

Print Name

Signature

Date

Attachment 9

ARRA Job Posting Requirement

American Recovery and Reinvestment Act (ARRA) Subgrantee Obligations:

Since this contract contains ARRA stimulus funds, subgrantees and participating contractors are required to post any jobs that are being created or filled as a result of the stimulus funding through the NYS Department of Labor, (<http://labor.state.ny.us>), notwithstanding any other posting they might make. Any advertisement posted by subgrantees or contractors for positions pursuant to ARRA must indicate that the position is funded with stimulus funds. The department may waive the requirements of this section at its discretion. Posting for job positions through the NYS Department of Labor may be accomplished as follows:

Option 1: The preferred approach is for the subgrantee or contractor to initially register through the NYS Department of Labor's Job Exchange website (<http://www.labor.state.ny.us>) for an employer account. This service allows the subgrantee or contractor to directly manage their job orders status throughout the recruitment process. Approval for access is received within three business days which allows the employer to then list their job orders. The job orders are open to the public on this website and the job orders also roll over into the Department of Labor's One Stop Operating System (OSOS) for local One-Stop service.

Option 2: The subgrantee or contractor can complete a job order form and fax it to either of the following as appropriate. For jobs that are located in New York City the subgrantee or contractor may use the New York City Fast Fax form (http://www.labor.state.ny.us/formsdocs/does/ES515_584.pdf) and fax it to 718-780-9458. Regarding jobs that are located outside of New York City, the subgrantee or contractor may use the NYS Fast Fax Form (<http://www.labor.state.ny.us/formsdocs/does/es515.pdf>) and fax to 518-485-1333.

Option 3: Subgrantees or contractors may e-mail job orders using a fillable NYS Job Order Form (<http://www.labor.state.ny.us/businessservices/PDFs/FastFax%20Electronic.rft>). If the jobs are located in New York City, the employer would email the completed form to DoES_LO584@labor.state.ny.us. For jobs located outside of New York City, the employer would email the completed form to nysjobbank.does@labor.state.ny.us.

Option 4: The employer can speak with a representative concerning the placement of a job order. If the jobs are located in New York City, the employer should call 718-780-9499. If the jobs are located outside of New York City, the employer should call 1-888-4-NYSDOL.

Subgrantees must maintain detailed records of their expenditure of ARRA stimulus funds in connection with this contract and submit reports as requested by the State of New York. The State of New York as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this contract.

Attachment10

Protection of Whistleblowers

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency or their representatives, information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- order the employer to take affirmative action to abate the reprisal;
- order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay; compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken;
- order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the Recovery Act shall post notice of the rights and remedies as required therein. See www.Recovery.gov for specific requirements of this section and prescribed language for the notices.

Attachment 11
Buy American
(For projects involving public buildings)

In connection with this Contract, the Subgrantee agrees to abide by the provisions of American Reinvestment and Recovery Act Article 15-A Buy American Sec. 1605 for the use of American Iron, Steel, and Manufactured Goods.

(a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.