



New York State Division of Housing and Community Renewal

25 Beaver Street
New York, NY 10004

MANAGEMENT BUREAU MEMORANDUM #2006-C-01

To: All Housing Authorities - Chairpersons and Executive Directors
All Housing Companies - Owners, Managing Agents and Site Managers

From: Jane I. Berrie, Director
Housing Management Bureau

Date: February 7, 2006

Subject: Revised Short Form of Contract, HM-31, and
Revised Statement of Qualifications for Management Firm Seeking Owner/Agent Agreement, HM-129

The Division's Short Form of Contract, HM-31, and Statement of Qualifications for Management Firm Seeking Owner/Agent Agreement, HM-129, have been revised and are being reissued under cover of this memorandum. Earlier editions of these forms should be discarded and the enclosed versions should be used going forward.

Following are summaries of the revisions that have been made to each form. Please familiarize yourself with these changes and the effect they will have on your bidding and contracting process.

If you have any questions concerning these forms or their use, please contact your assigned Housing Management Representative.

A. Summary of Revisions to Short Form of Contract (HM-31) - *This is the prescribed form for all housing authority and housing company contracts with the exception of consultant and managing agent contracts.*

Note that paragraph numbering and lettering have been revised throughout this document and some sections have been reordered. In addition, the following substantive revisions have been made:

1. Part I, A, "Notice to Bidders", page 1 has been revised to provide instructions for the use and completion of the newly added "Statement of Qualifications for Bidders" (see item 7 below).

2. Part II, Section A - "Definitions", page 3 has been revised to list terms alphabetically, to eliminate unused terms and to include the term "bid due date".
3. Part II, Section F - "Division Approval of Contract", page 5 specifies the contract amount thresholds which require Division approval and replaces former Section 17- "Executory Clause".
4. Part II, Section H - "Permits, Filing Fees & Taxes", page 6 (formerly Section 6 – "Permits and Filing Fees"), has been expanded to cover taxes, and specifically sales tax.
5. Part II, Section Q - "Nondiscrimination Clauses", pages 9-10 (formerly Section 15), has been expanded to prohibit discrimination based on "sexual orientation, military status, or predisposing genetic characteristics" to conform to State law.
6. Part II, Section S - "Termination", pages 11-12 outlines the circumstances under which the contract may be terminated and the process involved, and replaces former Section 16 – "Default".
7. Part IV, "Statement of Qualifications for Bidders", pages 14-19, which is comprised of a questionnaire and a certification, has been added to comply with the Division's identity of interest regulations (9 NYCRR §1725-2.5 and §1729-1.4) and to elicit additional pertinent information about the bidder (see item 1 above for instructions for use and completion).
8. Part V, "Form of Proposal", page 20 was revised to specify that the cost of the payment and performance bond, if applicable, must be included in the bid price, and to break out sales tax, if applicable, from the total contract amount.

B. Summary of Revisions to Statement of Qualifications for Management Firm Seeking Owner/Agent Agreement (HM-129) - *This is one of the prescribed forms to be used by housing companies when soliciting bids for managing agent services pursuant to 9 NYCRR 1729-1.2 (b).*

The revised version has been expanded to comply with the Division's identity of interest regulations (9 NYCRR §1725-2.5 and §1729-1.4) and to elicit additional pertinent information concerning the management firm.

Jane I. Berrie

Enclosures (2): Short Form of Contract, HM-31 (2/06)
Statement of Qualifications for Management Firm, HM 129 (2/06)

SHORT FORM OF CONTRACT

_____ HOUSING AUTHORITY/COMPANY

_____, NEW YORK

_____ HOUSING PROJECT, # NYS-_____

HC-_____

UDC-_____

I. INSTRUCTIONS TO BIDDERS

II. GENERAL CONDITIONS

III. SPECIFICATIONS

IV. STATEMENT OF QUALIFICATIONS FOR BIDDERS

V. FORM OF PROPOSAL

FOR

I. INSTRUCTIONS TO BIDDERS

A. Notice to Bidders

Two copies of the Statement of Qualifications for Bidders and Form of Proposal will be furnished to the bidders. Both copies must be completely filled out, with one being executed and marked "Official Tender." The "Official Tender" copy must be submitted to the Authority/Company. The second copy will be retained by the bidder.

Further, the successful bidder will be required to complete, execute and return promptly to the Authority/Company two additional copies of the Statement of Qualifications for Bidders and Form of Proposal which the Authority/Company will furnish the bidder.

B. Submission and Opening of Proposals

Bid documents must be enclosed in a sealed, opaque envelope marked plainly as follows: "Proposal for _____"
(Name of Contract)

Bid documents should be sent to the _____
Authority/Company at _____ and posted or delivered so as to be
(Address)
received at the above address not later than _____.
(Time) (Date)

Proposals will be publicly opened and read at the offices of the Authority/Company on the day and hour specified above.

C. Examination of Contract Documents and Other Related Materials

Each bidder shall be fully acquainted with the Contract Documents and with conditions as they exist and the character of the operations to be carried on under the proposed Contract, and make such investigations as the bidder sees fit to fully understand the facilities, difficulties and restrictions attending the performance of the services required under this Contract.

D. Bid Bond

1. Proposals in excess of \$100,000 must be accompanied by either:

- a. A Bid Bond issued by a surety company which shall insure the Authority/Company to the extent of ten percent (10%) of the Proposal, or
- b. A certified check to be used by the Authority/Company to insure the Authority/Company in lieu of a bid bond to the extent of five percent (5%) of the Proposal.

2. Unsuccessful bidders who have submitted certified checks in lieu of a bid bond shall have the check returned to them no later than sixty (60) days after the bid opening.

3. The requirements of this Section are not applicable to service contracts. Service contracts are contracts for elevator maintenance, exterminating or pest control, laundry room services, security services or other types of contracts which solely concern ongoing maintenance of equipment already installed at the site.

E. Payment and Performance Bonds

On all contracts over \$100,000 the successful bidder shall, within ten (10) days of award of Contract, deliver to the Authority/Company an executed Performance Bond for 100% of the accepted bid as surety for the faithful performance of the Contract and an executed Payment Bond for 100% of the accepted bid as surety for the payment of all persons performing labor or furnishing materials in connection therewith.

Note: Payment and Performance (P & P) Bonds will not be required for the following categories of contracts even if in excess of \$100,000:

- Elevator Maintenance Contracts, except for premaintenance repair work in excess of \$100,000, which will require P & P Bonds.
- Exterminating/Pest Control Contracts.
- Laundry Room Contracts.
- Security Services Contracts.
- Contracts for items having manufacturer's warranties such as stoves, refrigerators, etc.
- Painting Contracts for public areas, apartment and cycle painting.

F. Receipt and Modifications of Proposals

An officer of the Authority/Company will decide when the bid due date has arrived, and no Proposal received thereafter will be considered. Unless specifically authorized, telefaxed Proposals will not be considered, but modifications by telefax of Proposals already submitted will be considered if received prior to the bid due date; provided that such modifications are confirmed in writing over the signature of the bidder by certified or registered letter bearing a post office time stamp evidencing mailing prior to the bid due date.

G. Withdrawal of Proposals

Proposals may be withdrawn on written or telefaxed request dispatched by the bidder in time for delivery in the normal course of business prior to the bid due date; provided, that telefaxed withdrawal is confirmed in writing over the signature of the bidder by certified or registered letter bearing a post office stamp evidencing mailing prior to the bid due date. Negligence on the part of the bidder in preparing the Proposal confers no rights for the withdrawal of the Proposal after the bid due date. No Proposal may be withdrawn within a period of sixty (60) days after the bid due date.

H. Proceed Orders

No bidder is to proceed without a proceed order as set out in the Contract.

II. GENERAL CONDITIONS

SECTION A - Definitions

Whenever used in this Contract:

1. The term "Authority/Company" means the _____
_____ or its duly authorized officer.
2. The term "Bid Due Date" means the date and time set forth in the Instructions to Bidders for the receipt of bids, or any extension or adjournment of said date and time by the Authority/Company. The rights and obligations of the bidders pursuant to the pertinent provisions in the Instructions to Bidders shall be effective as of that date and time only.
3. The term "Commissioner" means the Commissioner of the Division of Housing and Community Renewal of the State of New York, or the Commissioner's duly authorized representative.
4. The terms "Contract" and "Contract Documents" mean and include:
 - a. Instructions to Bidders.
 - b. General Conditions of the Short Form of Contract (HM-31), including Performance and Payment Bonds where applicable.
 - c. Specifications.
 - d. Statement of Qualifications for Bidders.
 - e. Contractor's Proposal as accepted by the Authority/Company.
 - f. The Authority's/Company's acceptance.
 - g. Plans and/or drawings (as listed in Specifications).
 - h. Amendments and/or addenda to any of the foregoing.

In the event of any conflict or inconsistency among the Contract Documents, the Instructions to Bidders and General Conditions of the Short Form of Contract (HM-31) shall prevail.

5. The term "Contractor" means the person, firm or corporation to whom the Contract is awarded or assigned and any Subcontractors. All Subcontractors and assignees shall be subject to the approval of the Authority/Company and the Commissioner.

6. The term "Division" means the Division of Housing and Community Renewal of the Executive Department of the State of New York, or the duly authorized representative of the Division assigned to this housing project.

7. The terms "Housing Company" and "Company" mean a limited profit housing company duly incorporated pursuant to the provisions of Article 2 of the Private Housing Finance Law, or a company incorporated pursuant to the Membership Corporation Law and Article 2 of the Private Housing Finance Law for the purpose of providing housing and auxiliary facilities for staff members, employees or students of a college, university or hospital and their immediate families or for aged persons of low income, or a limited dividend housing company organized pursuant to Article 4 of the Private Housing Finance Law.

8. The term "Work" means the work and materials specified and the obligations imposed upon the Contractor under this Contract.

SECTION B - Interpretations and Addenda

No interpretation given as to the meaning of any of the Contract Documents, whether such interpretation be oral or written, whether given to one bidder or to a group of bidders, whether made on the initiative of the Authority/Company or at the request of one or more bidders, shall be binding in any way or effective to modify any of the provisions of the Contract Documents, unless and until such interpretation is issued in writing by the Authority/Company to all bidders and is expressly denominated as an amendment or addendum to the Contract.

Every request for an interpretation shall be made in writing and forwarded to the Authority/Company at its office at the address stated in the instructions to bidders. No inquiry received within five (5) days before the bid due date will be given consideration.

The Authority/Company may issue such amendment or addenda to the Contract Documents as it deems advisable. Each amendment or addendum will be sent as promptly as is practicable to all persons to whom the Contract Documents have been issued. All such amendments or addenda shall upon issuance be deemed to have become part of the Contract Documents. It shall be the duty of the bidder to make certain that the bidder has received, or has been provided with copies of all amendments or addenda that have been issued, and Proposals shall be conclusively presumed to be based upon all the amendments or addenda issued up to the bid due date, regardless of whether a copy of each amendment or addendum is actually in the possession of the bidder.

SECTION C - Opening of Proposals

Proposals received prior to the time of physical opening of the Proposals will be securely kept unopened. The officer whose duty it is to open them will open the bids at the address, time and place specified in Section B of INSTRUCTIONS TO BIDDERS entitled "Submission and Opening of Proposals". No responsibility will attach to an officer due to any delay in the physical opening of the Proposals. At the physical opening of the Proposals, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representative.

SECTION D - Non-Collusive Bidding Certification

1. By submission of this bid, each bidder and each person signing on behalf of any bidder 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 his knowledge and belief:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or with any employee, employee of the agent, officer, general partner, limited partner, principal, director or member of the Housing Authority/Company;

- b. 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, or to the Authority/Company; and
- c. 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.

2. A bid shall not be considered for award nor shall any award be made where 1 (a), (b) and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail all the reasons therefor. Where 1 (a), (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Authority/Company to which the bid is made determines that such disclosure was not made for the purpose of restricting competition.

3. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being produced, (b) has informed prospective customers of proposed pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this Section.

4. If made by a corporate bidder, this bid shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

SECTION E - Award of Contract

1. The Contract will be awarded to the lowest responsible bidder complying with the provisions of the Contract Documents. The Authority/Company, however, reserves the right to reject any or all Proposals, or any portion of the Proposals, or to waive any information in the Proposals, or to award the Contract to other than the low bidder. If the Contract requires Division approval, any proposed award of Contract to other than the lowest bidder must be submitted to the Division with full justification for the award.

2. Acceptance of the Proposal and award of the Contract will be by delivery to the Contractor of a duplicate original of the Contract signed by the Chairperson, President or a representative of the Authority/Company. No other act by the Authority/Company, its members, officers, agents or employees shall constitute the acceptance of the Proposal.

SECTION F – Division Approval of Contract

This Contract shall not become effective until it is approved in writing by the Division, except where (1) in the case of a Company whose development contains 500 or fewer dwelling units, the Contract is for an amount of \$15,000 or less, (2) in the case of a Company whose development contains more than 500 dwelling units, the Contract is for an amount of \$30,000 or less, or (3) in the case of an Authority, it is exempted from the requirement of Division approval under its most recent budget approval letter.

SECTION G - Unit Prices

In accepting the Proposal, the Authority/Company may reject any or all unit prices quoted. All unit prices accepted by the Authority/Company shall remain binding and irrevocable for the entire period of the Contract.

Such accepted unit prices shall be the sum total compensation of such extra work, and the Contractor shall not be entitled to any additional compensation as an allowance for overhead and profit or for any other reason.

SECTION H – Permits, Filing Fees & Taxes

The Contractor is responsible for obtaining all permits, licenses, fees and other filings necessary to obtain any required governmental approval for the work set forth in this Contract and for payment of all applicable taxes, including sales tax. All costs associated with the above are included in the Contract price.

SECTION I - Order to Proceed

The Authority/Company will issue an Order to Proceed in writing which will set forth the date upon which work is to commence. If the Contract requires Division approval, the Order to Proceed shall not be issued prior to the Division's written approval.

SECTION J - Change Order

Any changes to the Contract, including but not limited to adjustments in cost, extensions of time, and changes in the work or additional work must be authorized in a change order issued by the Authority/Company. If the Contract required Division approval, such change order must have the prior written approval of the Division.

SECTION K - Payments

1. Partial payments will be made each month upon submission by the Contractor of proper voucher therefor for all materials delivered and/or for all work performed during the previous month. In making such partial payments, the Authority/Company shall retain ten percent (10%) of each voucher until the Contract is completed and all work is accepted. Housing Authorities, where there are Performance and Payment bonds in effect, may retain only five percent (5%). No retainage is required on service contracts.

2. Final payment to the Contractor shall not become due until the Contractor has completed all the work required by the Contract to the satisfaction of the Authority/Company and the Division, if the Contract required Division approval, and until the Contractor shall have delivered to the Authority/Company all releases by the Contractor, his Subcontractors or other persons from claims and demands of any nature whatsoever arising out of the Contract as may be required, and in the form required by the Authority/Company, and until the Authority/Company has issued its Final Certificate of Completion which shall state the amount due to the Contractor. Payment will be made to the Contractor within thirty days from the date of the Final Certificate of Completion or of the date of approval by the Division, where required, whichever is later.

3. All payments both partial and final are subject to prior approval of the Division, if the Contract requires Division approval.

SECTION L - Guarantees

The Contractor hereby agrees that all materials and workmanship furnished under the Contract will be perfect and in strict accordance with the Contract and will so remain for a period of one year from the date of the Final Certificate of Completion, or for the period set forth in the specifications during which time the Contractor shall replace any defective material or workmanship without cost to the Authority/Company.

SECTION M - Indemnification

The Contractor shall, in addition to the provisions of Section L, indemnify and hold harmless the Authority/Company, its members, officers, agents and employees and the Division against the risk of loss, damage, or liability caused by personal injuries, wrongful death and property damages and by acts or omissions in violation of applicable federal, state or local fair housing laws arising out of or in connection with the performance of the Contract, whether sustained before or after the completion thereof, and against all costs and expenses incurred in connection therewith, including reasonable fees for attorneys, architects, engineers and other professionals.

SECTION N - Insurance

Neither the Contractor nor any of his Subcontractors shall commence work under this Contract until the Contractor has obtained and paid for all insurance required by this Section and until the policies of insurance have been approved by the Authority/Company and the Division as to kind, coverage and amount.

1. The Contractor shall provide Workers Compensation and Disability Benefits Coverage for all employees engaged under this Contract.

2. Without in any way limiting or restricting the provisions of Section M, the Contractor shall carry General Liability Insurance written on an occurrence basis and including Personal Injury, Contractual Liability and Completed Operations coverages. Minimum acceptable annual limits are as follows:

- General Aggregate Limit (other than completed operations) \$2,000,000
- Completed Operations Aggregate Limit* \$1,000,000
- Personal Injury Limit \$1,000,000
- Each Occurrence Limit \$1,000,000

The Liability Policy will include additional insureds as follows:

- a. The Authority/Company
- b. New York State
- c. New York State Division of Housing and Community Renewal

* If the contract amount exceeds \$1,000,000, the Completed Operations Aggregate Limit must, at a minimum, equal the Contract amount.

d. The Housing Company's Mortgagee:

- (i) The New York State Urban Development Corporation (UDC) and, where the New York State Project Finance Agency (PFA) formerly was the mortgagee, the Empire State Development Corporation (ESDC);
- (ii) The New York State Housing Finance Agency; or
- (iii) The private lender.

The policy will be written with a company acceptable to the additional named insureds.

3. The Authority/Company and the Division shall be named as certificate holders and the certificate shall state their respective addresses.

The Contractor shall furnish the Authority/Company, and the Division, with Certificates of Insurance before commencing performance of this Contract. The Certificates of Insurance shall name all the additional insureds and shall contain a 30-day prior written notice of cancellation or material change clause to the Authority/Company and Division.

Notice of any cancellation or material change shall be sent to the Authority/Company and the Division at their respective places of business.

SECTION O - Interest of Members of Authority/Company, Etc.

The Contractor covenants that no member of Congress or of the Legislature of the State of New York nor the local legislative body, or any officer or employee of the Government of the United States, the State of New York, the Municipality in which the project is located, or any employee or member of the Authority or Company Board of Directors is or shall become interested directly or indirectly as a contracting party, partner, stockholder, surety, or otherwise, in this bid or in the performance of the Contract to which it relates, or in any portion of the profits thereof.

The Contractor further covenants that no principal, general partner, employee, agent or affiliate of the Authority/Company shall receive any compensation, directly or indirectly, or have any financial interest as a contracting party, partner, stockholder, surety or otherwise in this bid or in any portions of the profits thereof except if (1) it is the lowest responsible bidder; (2) there has been certification that such bid was made in conformance with the non-collusive bidding certification contained in Section D of the General Conditions; and (3) the relationship was disclosed in writing as part of the bid. Any such award must be approved by the Division, which approval shall be based on a comparison to arms length transactions, the needs of the Authority/Company and a determination as to bidder's compliance with the terms of the Proposal including its non-collusive bidding certification.

SECTION P - Labor Provisions

1. The Contractor agrees to abide by all applicable provisions of the New York State Labor Law.

2. Applicable to Housing Authorities only:

- a. In accordance with Section 152 of the Public Housing Law, all the provisions of Article VIII of the Labor Law are deemed to be terms of this Contract.
- b. Schedule of Wages – The schedule of prevailing wage rates in the Appendix attached hereto has been determined and adopted in accordance with the foregoing provisions of the Labor Law, and rates not less than those listed therein shall be paid to the listed trades and occupations. A statement of all wages or fees so determined or adopted, and all authorized deductions, if any, from unpaid wages or fees actually earned, and the hours of work established, shall be posted at appropriate conspicuous locations on the site of the project.

SECTION Q – Nondiscrimination Clauses

The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, national origin, age, disability, marital status, sexual orientation, military status, or predisposing genetic characteristics, and will undertake or continue to participate in all existing applicable programs of affirmative action required by state or federal law to ensure that minority group members and women are afforded equal opportunities without discrimination. For the purposes of this paragraph, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrades, demotion, transfer, layoff or termination and rates of pay or other forms of compensation.

2. If directed to do so by the Division or as otherwise required by law, the Contractor will send to each labor union or representative of workers with which the Contractor has or is bound by agreement or understanding or to any employment agency used by the Contractor, a notice, advising them of the Contractor's agreement under paragraphs 1 through 8 (hereinafter called "nondiscrimination clauses"). If directed to do so by the Division or Authority/Company as part of the bid or negotiation of this Contract, the Contractor shall request each labor union, labor representative or employment agency to furnish a written statement that it will not discriminate because of race, religion, creed, color, sex, national origin, age, disability, marital status, sexual orientation, military status, or predisposing genetic characteristics, and that it will cooperate within the limits of its legal and contractual authority in the implementation of the nondiscrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these nondiscrimination clauses. If such labor union or representative or employment agency fails or refuses to comply with a request to furnish such a statement, the Contractor shall promptly notify the Division of such failure or refusal.

3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, any notices required by law setting forth the substance of the provisions of paragraphs 1 and 2 and such other provisions of state or federal nondiscrimination laws required to be posted by the Division and other governmental agencies charged with the enforcement of said laws.

4. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion, creed, color, sex, national origin, age, disability, marital status, sexual orientation, military status, or predisposing genetic characteristics.

5. The Contractor will comply with the provisions of Article 15 of the Executive Law, of Article 15-A of the Executive Law entitled Participation by Minority Group Members and Women with Respect to State Contracts (where applicable to it), and of all other state and federal statutory and constitutional nondiscrimination provisions.

6. The Contractor will furnish all information and reports deemed necessary by the Division and other governmental agencies charged with the enforcement of the above cited laws and will permit access by these agencies to its books, records and accounts for the purposes of investigation to ascertain compliance with these nondiscrimination clauses and said laws, and with the provisions of Section P of this Contract.

7. This Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Authority/Company or the Division upon the basis of a finding made by the Authority/Company, the Division or any other agency charged with the enforcement of the above cited laws that the Contractor has not complied with these nondiscrimination clauses or with those laws, and the Contractor may be found to be ineligible for future contracts made by or on behalf of the State or a public authority or an agency of the State unless the Division is satisfied that the Contractor has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses.

8. The Contractor will include the provisions of clauses 1 through 7 of this Section and of Section P of this Contract in every Subcontract or Purchase Order in such a manner that such provisions will be binding upon each Subcontractor or vendor as to operations to be performed under this Contract within the State of New York. The Contractor will take such action in enforcing such provisions of such Subcontract or Purchase Order as the Division, the Authority/Company or those charged with the enforcement of said laws may direct. If the Contractor becomes involved in or is threatened with litigation with a Subcontractor or vendor as a result of these nondiscrimination clauses, the Contractor shall promptly notify the Division and the Authority/Company.

SECTION R - Prohibition on Political, Religious or Commercial Activities; Provision of Service on a Nondiscriminatory Basis.

1. It is expressly understood and agreed that the Contractor is permitted to be present on the premises of the Authority/Company solely for the purpose of performing the activities specified in the Contract, and that the Contractor, its agents or employees shall not engage in any activity on the premises of the Authority/Company which is outside the specifications set forth in the Contract, including but not limited to the solicitation of tenants, Authority/Company personnel, or others, for political, religious or commercial purposes or the sale, display or distribution of any political, religious or commercial materials.

2. No signs shall be used or placed on the premises by the Contractor or its agents or employees without the consent of the Authority/Company. The Authority/Company will not consent to any signs that are of a political, religious or commercial nature or are otherwise unrelated to the activities specified in the Contract.

3. All services required under the Contract shall be provided on an equal basis without regard to race, religion, creed, color, sex, national origin, age, disability, marital status, sexual orientation, military status, or predisposing genetic characteristics, without any acts of coercion, harassment, intimidation or retaliation in response to a tenant's disagreement with or opposition to any action taken, or views expressed, by the Contractor or its agents or employees or due to a person's race, religion, creed, color, sex, national origin, age, disability, marital status, sexual orientation, military status, or predisposing genetic characteristics.

4. Contractor acknowledges and understands that the Authority/Company is a housing provider that complies with and operates within the requirements of federal, state, and local fair housing laws. The Authority/Company does not discriminate against any person on the basis of race, color, religion, sex, disability, familial status, or national origin, and does not tolerate sexual harassment of residents or employees.

5. Contractor agrees to comply with all federal, state, and local fair housing laws. Contractor understands that any act of discrimination or sexual harassment in violation of these laws shall constitute a breach of this Contract.

SECTION S - Termination

1. **Termination on Consent:** This Contract may be terminated at any time upon mutual consent of the Authority/Company and the Contractor.

2. **Termination for Cause:** The Division or the Authority/Company may terminate this Contract for cause, which includes:

- a. Failure of the Contractor to comply with the terms and conditions of the Contract and/or with any laws, rules, regulations, policies or procedures affecting this Contract.
- b. Any activity which demonstrates that the Contractor lacks willingness, readiness, or ability to proceed with performance of the Contract. Evidence of lack of ability to perform includes the Contractor's bankruptcy, or the indictment or conviction of the Contractor or a principal thereof for a felony. In the case of an indictment, the Contractor will be afforded an opportunity to show that it is able to perform despite the indictment.
- c. Any activity which, if it occurred prior to entering into the Contract, would have been grounds for refusal to award the Contract.

Termination for cause will be made by written Notice of Termination, which shall be effected by personal service or certified mail, return receipt requested. Termination shall be effective immediately upon delivery of the Notice of Termination to Contractor or as otherwise specified in the terms of the notice.

Upon receipt of the Notice of Termination, the Contractor will not incur any new obligations without approval of the Authority/Company or the Division. The Contractor will also promptly turn over all books, records, and materials or equipment purchased by the Authority/Company which are necessary for the continued performance of the Contract, all of which will be deemed the property of the Authority/Company.

In the case of termination, the Authority/Company may adopt all subcontracts made by the Contractor, and all Subcontractors shall be bound by such adoption if made. In the case of work for which the Subcontract is not adopted, the Authority/Company may relet the work, with or without public advertisement.

In no event will the Authority/Company or the Division be liable for expenses and obligations arising after the termination date. Any termination for cause may be considered in evaluating future bids by the Contractor. As used in this Section, "Termination" includes a temporary suspension of the Contract.

3. **Notice to Division:** The Authority/Company shall promptly notify the Division of the termination of a contract which required the Division's approval.

III. SPECIFICATIONS

for

(Work or Items)

(Project Name)

Project # _____

A. SCOPE

1. Furnish all labor, materials and equipment necessary for the work or items named above in accordance with:

a. Plans or drawings as dated and listed herewith, which are incorporated into this Contract:

b. Specifications attached herewith, which are incorporated into this Contract, and entitled and dated:

2. The Contractor will be required to complete the entire work to the satisfaction of the _____ Housing Authority/Company, and in strict conformance with the Drawings, Specifications and the Contract, within _____ days subsequent to the date upon which work hereunder is to commence as set forth in the Order to Proceed.

3. For service contracts, the term of the Contract shall be one year or as set forth in the specifications.

B. CODES AND REGULATIONS

All work shall be done in compliance with applicable Municipal, State and Federal Laws, Ordinances and Regulations.

IV. STATEMENT OF QUALIFICATIONS FOR BIDDERS

A. Name of Bidder: _____

B. Address: _____

C. Provide the following information:

1. Bidder's President or Chief Executive Officer.

2. Bidder's New York area contact person's name, address and telephone number.

3. Other name(s), if any, under which Bidder has operated in the last five (5) years.

D. 1. State whether the Bidder is a sole proprietorship, corporation, partnership, business association or joint venture. _____

2. State the jurisdiction under which Bidder is organized and operates. _____

3. List names and home addresses of all principals of the Bidder.

4. Identify shareholders owning ten percent (10%) or more of the stock and partners or other coventurers of the Bidder, and state the extent of their respective interests.

5. Provide Bidder's Dunn & Bradstreet identification number and the latest Dunn & Bradstreet credit report or a similar credit report. _____
6. State whether the Bidder is a qualified Minority or Women-Owned Business enterprise and give evidence of same. Evidence shall be certification; or the request for certification; or, if not certified and no request for certification has been made, documentation supporting the Bidder's belief that the firm is qualified.

Yes ☐ No ☐

7. State the name and address of Bidder's principal bank and a bank officer who can, and is authorized by Bidder, to respond to inquiries. _____

8. Provide Bidder's Employer Identification Number. _____

9. Submit Bidder's financial statements, prepared in accordance with generally accepted accounting principles, for the three (3) most recent fiscal years.

10. On an attached sheet, list and provide a brief description of at least five projects, completed in the last five (5) years, where the Bidder performed work of the type specified herein at residential apartment buildings. For each project, give the job name and address, dollar value, date job awarded and completed, percentage of work performed with own work force, the name and address of the owner and supervising architect/engineer, and the name and telephone number of a responsible party affiliated with the owner and familiar with the Bidder's work. Particular emphasis should be placed on projects of comparable scale or complexity to the proposed project. Bidder should state whether it acted as the General Contractor; if it was not the General Contractor, Bidder should provide contact information for the General Contractor.

11. Provide a list of projects of the kind described in paragraph 10 above which Bidder presently has under contract, indicating for each the job name and address, dollar value, date job awarded and anticipated completion date, percentage of work performed with own work force, the name and address of the owner and supervising architect/engineer and the name and telephone number of a responsible party affiliated with the owner and familiar with Bidder's work. _____

12. Itemize the work you intend to perform with your own work force and items which you propose to subcontract. If known, identify Subcontractors by name, address and trade. _____

E. In the following questions, the word "Bidder" includes the Bidder, any principal or key management personnel of Bidder, any entity which owns ten percent (10%) or more of Bidder; any entity in which Bidder has an interest of ten percent (10%) or more; or any entity in which such parties are or were principals.

1. In the past ten (10) years did Bidder file a petition in bankruptcy or reorganization or have bankruptcy proceedings initiated against it?

Yes ☐ No ☐

If yes, give the name of the entity, the date of the filing, the court, the district, the reason for filing and the disposition of the case on an attached sheet.

2. In the past five (5) years has Bidder:

a. been suspended, debarred, disqualified, had its qualification revoked or otherwise been declared ineligible to bid on any project, public or private?

Yes ☐ No ☐

b. been barred from bidding or denied a contract as a result of refusal to testify before a grand jury or administrative board?

Yes ☐ No ☐

c. been denied a contract for any reason despite being the low bidder?

Yes ☐ No ☐

d. been defaulted on any contract/obligation covered by a surety, payment, or performance bond?

Yes ☐ No ☐

e. terminated a contract or had a contract terminated by the owner?

Yes ☐ No ☐

f. been given a final unsatisfactory performance determination or deemed a poor performer (by letter or formal proceedings) by any owner or any governmental agency, or been subject to a governmental audit, investigation, or management review (other than a management review conducted in the normal course of business) for which there are negative findings?

Yes ☐ No ☐

g. had damages assessed against it during or upon completion of a contract?

Yes ☐ No ☐

If the answer to any portion of this question is yes, provide all relevant details, including the name of a contact person at the owner or agency which took any of the above actions, on an attached sheet.

3. a. Has Bidder been convicted of a felony or a misdemeanor within the past ten (10) years?

Yes ☐ No ☐

If yes, state details, including a description of the crime, jurisdiction and court of the conviction, disposition (plea/conviction and sentence), and the index or docket number on an attached sheet.

b. Is Bidder subject to pending criminal charges?

Yes ☐ No ☐

If yes, state details, including a description of the charges, jurisdiction and court where the charges are pending and the index or docket number on an attached sheet.

4. Has Bidder been the subject of any investigation (civil or criminal) by any governmental agency, public authority, or grand jury within the past ten (10) years, including any pending investigation?

Yes ☐ No ☐

If yes, state agency name, date, details and disposition of investigation on attached sheet.

5. Has Bidder been a party to any litigation, civil or criminal, or any arbitration proceedings in the past five (5) years?

Yes ☐ No ☐

If yes, provide details of each case or proceeding on an attached sheet, including caption, court and index or docket number, the particulars, and the disposition.

6. Are there any judgments or awards against the Bidder in any litigation, civil or criminal, or any arbitration proceeding?

Yes ☐ No ☐

If yes, provide details of each case or proceeding on an attached sheet, including caption, court and index or docket number, the particulars, and the disposition.

7. Does the Housing Authority/Company, its managing agent or any company affiliated with its managing agent, or any management personnel if the Housing Authority/Company is self-managed, or any of its principals, board members, persons residing with board members, or employees, or any relative thereof, have any interest, direct or indirect, in Bidder, or are any of them a relative of a principal of the Bidder? As used herein, "Housing Authority/Company" includes any person or entity which has a direct or indirect interest of ten percent (10%) or more in the development or Housing Company, and "relative" means spouse, parent, stepparent, parent-in-law, child, stepchild, child-in-law, sister, brother, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, nephew, and niece.

Yes ☐ No ☐

If yes, provide details of the relationship(s) on an attached sheet.

State of _____)

ss.:

County of _____)

Certification

I, _____, being duly sworn, state that I have read and understand all the items and conditions contained in the foregoing Statement of Qualifications for Bidders, that I supplied full and complete information and answers to each item therein to the best of my knowledge, information and belief; and that all information supplied by me is true. I understand that:

- This Statement is submitted as additional inducement to the Housing Authority/Company to find that my organization is qualified to perform the work and that the Housing Authority/Company will rely on the information supplied therein and any other material submitted together therewith;
- If the Contract requires Division approval, the Housing Authority/Company will transmit this Statement to the Division, this Statement is being submitted to induce the Division to approve the Contract, and the Division will rely on the information supplied therein and any other material submitted together therewith;
- 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, may be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001, and may result in contract termination;
- Submission of this Statement will constitute permission by the Bidder for the Housing Authority/Company to contact any private or governmental person, entity or agency concerning the experience, financial condition and background of Bidder and its principals; and,
- The bidder is under duty to notify the Housing Authority/Company and the Division (if the Contract requires Division approval) of any material changes to the responses in this Statement during the consideration of the bid and the performance of the Contract.

Print Name

Signature

Title

Date

Company

Tel. No. _____

Fax No. _____

Subscribed and sworn to before me

this _____ day of _____, 20____

Notary Public

V. FORM OF PROPOSAL

FOR

(Items)

PROJECT NAME: _____ NUMBER: _____

Date: _____

Housing Authority/Company

, New York

Gentlemen:

The undersigned having visited the site of the above project and having familiarized himself with the local conditions affecting the cost of the work and with the Contract Documents, including Amendments and Addenda Nos. _____, hereby proposes to furnish all labor,

(Insert "None" or Addenda Nos.)

materials, tools, equipment, insurance, and **payment and performance bonds (if applicable)** and to pay all taxes and to perform all things as provided in the specifications, all in accordance with the Contract Documents, for the following amount:

\$ _____ Base Bid

\$ _____ Sales Tax @ _____% (if applicable)

\$ _____ Total Contract Amount

Unit prices shall be noted for additional work or work countermanded and shall become a part of this Proposal. Unit Prices and/or alternate prices, **taxable at the rate indicated above**, are as follows:

_____	_____
_____	_____
_____	_____

Very truly yours,

(Bidder)

(Address of Bidder)

(Title-Owner*-Partner*)

(Seal, if corporation)

(If Corporation – Name and Office Held)

* If the business owned by the individual or partnership is conducted under a trade or assumed name, a certified copy of doing business under an assumed name should be annexed.

Acknowledgement of Principal, if a Corporation

State of _____)

ss.:

County of _____)

On this _____ day of _____, 20____ before me personally came

_____ to me known, who, being by me

duly sworn, did depose and say that (s)he resides at _____,

that (s)he is the _____ of _____
the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of
said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by
order of the directors of said corporation, and that (s)he signed his name thereto by like order.

(Notary Public)

(If oath is taken outside of New York State, an official certificate as to the authority of the officer
administering the oath must be attached.)

Acknowledgement of Principal, if a Partnership

State of _____)

ss.:

County of _____)

On this _____ day of _____, 20____ before me
personally appeared _____ to me known and known to me to
be one of the members of the firm of _____ who executed the
foregoing instrument and (s)he acknowledged to me that (s)he executed the same as and for the act of
said firm.

(Notary Public)

(If oath is taken outside of New York State, an official certificate as to the authority of the officer
administering the oath must be attached.)

Acknowledgement of Principal, if an Individual

State of _____)

ss.:

County of _____)

On this _____ day of _____, 20__ before me personally appeared _____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that (s)he executed the same.

(Notary Public)

(If oath is taken outside of New York State, an official certificate as to the authority of the officer administering the oath must be attached.)

(If bidder is a firm, state here the name and residence of each member thereof.)

Name of Partner

Residence Address

(If a bidder is a corporation, state here the title, name and residence address of each officer.)

Title

Name

Residence Address

Organized under the Laws of the State of _____

Date: _____

If a foreign corporation, date of filing with the New York Secretary of State.

Date _____

Acceptance

The foregoing Proposal of _____
(Name of Contractor)
dated _____ in the amount of _____
(Total cost over the term of the Contract)
_____ dollars (\$) is hereby accepted as of
_____. Unit Prices are _____ as submitted
(Date)
in the Form of Proposal.

Dated: _____

Housing Authority/Company

By: _____
Chairperson/President

or

Title

Attest:

Order to Proceed

The Proceed date is established as of _____

Dated: _____

Housing Authority/Company

By: _____
Chairperson/President

or

Title

APPENDIX FOR HOUSING AUTHORITIES ONLY

PREVAILING RATE OF WAGES

SKILLED LABOR

Classification

Rate Per Hour

SEMISKILLED LABOR

Classification

Rate Per Hour



**New York State
Division of Housing and Community Renewal**

**Statement of Qualifications for Management Firm
Seeking Owner/Agent Agreement, or Extension thereof,**

With: _____ (“Owner”)

(Please type or print clearly; use additional sheets to provide full responses, if necessary; and attach requested documents.)

1. Name of Management Firm (“Agent”): _____
2. Address: _____

3. Provide the following information:
 - (a) Agent’s President or Chief Executive Officer.

 - (b) Agent’s New York area contact person’s name, address and telephone number.

 - (c) Other name(s), if any, under which Agent has operated in the last five (5) years.

4.
 - (a) State whether the Agent is a sole proprietorship, corporation, partnership, business association or joint venture. _____
 - (b) State the jurisdiction under which Agent is organized and operates. _____

 - (c) For all principals and employees of the Agent who are licensed New York State Real Estate Brokers, provide the name, corporate title, license number and expiration date, and submit a photocopy of each license.
 - (d) List names and home addresses of all principals of the Agent.

 - (e) Identify shareholders owning ten percent (10%) or more of the stock and partners or other co-venturers of the Agent, and state the extent of their respective interests.

5.
 - (a) Provide Agent’s Dunn & Bradstreet identification number and the latest Dunn & Bradstreet

credit report or a similar credit report. _____

- (b) State the name and address of Agent's principal bank and a bank officer who can, and is Authorized by Agent, to respond to inquiries. _____

6. Provide Agent's Employer Identification Number. _____

7. Submit Agent's financial statements, prepared in accordance with generally accepted accounting principles, for three (3) most recent fiscal years.

8. On an attached sheet, list and provide a brief description of all housing developments managed by Agent in the past five (5) years, including those currently and no longer managed by Agent. For each development, provide the address, the number of dwelling units, the length of time managed, the name and address of the owner, and the name and telephone number of a responsible party affiliated with the owner and familiar with Agent's work. If applicable, specify all governmental regulation, assistance and/or subsidy programs involved, and identify the supervising government agency. List Agent's management personnel involved in the management of these developments.

9. Identify and provide current resumes for Agent's principals and key management personnel. Also provide resumes of other management personnel who will be involved with this property.

10. In the past ten (10) years has Agent; any principal or key management personnel of Agent; any entity which owns ten percent (10%) or more of Agent; or any entity in which Agent has an interest of ten percent (10%) or more been a principal in a business entity that has filed a petition in bankruptcy or reorganization or has had bankruptcy proceedings initiated against it?

Yes ☐ No ☐

If yes, give the name of the entity, the date of the filing, the court, the county, the reason for filing and the disposition of the case on an attached sheet.

11. In the past five (5) years has any entity described in paragraph 10:

- (a) been suspended, debarred, disqualified, had its qualification revoked or otherwise been declared ineligible to bid on any project, public or private?

Yes ☐ No ☐

- (b) been barred from bidding or denied a contract as a result of refusal to testify before a grand jury or administrative board?

Yes ☐ No ☐

- (c) been denied a contract for any reason despite being the low bidder?

Yes ☐ No ☐

(d) defaulted on any contract/obligation covered by a surety, payment, or performance bond?

Yes ☐ No ☐

(e) terminated a management contract or had a management contract terminated by the owner?

Yes ☐ No ☐

(f) been given a final unsatisfactory performance determination or deemed a poor performer (by letter or formal proceedings) by any owner or any governmental agency, or been subject to a governmental audit, investigation, or management review (other than a management review conducted in the normal course of business) for which there are negative findings?

Yes ☐ No ☐

(g) had damages assessed against it during or upon completion of a contract?

Yes ☐ No ☐

If the answer to any portion of this question is yes, provide all relevant details, including the name of a contact person at the owner or agency which took any of the above actions, on an attached sheet.

12. (a) Has any entity described in paragraph 11 been convicted of a felony or a misdemeanor within the past ten (10) years?

Yes ☐ No ☐

If yes, state details, including a description of the crime, state and court of the conviction, disposition (plea/conviction and sentence), and the index or docket number on an attached sheet.

(b) Is any entity described in paragraph 11 subject to pending criminal charges?

Yes ☐ No ☐

If yes, state details, including a description of the charges, state and court where the charges are pending and the index or docket number on an attached sheet.

13. Has Agent, or any principal of Agent, or any business entity in which any principal of Agent has been a principal, been the subject of any investigation (civil or criminal) by any governmental agency or public authority within the past ten (10) years, including any pending investigation?

Yes ☐ No ☐

If yes, state name of agency, date, and details and disposition of the investigation on an attached sheet.

14. Has Agent, or any principal of Agent, or any business entity in which any principal of Agent has been a principal, been a party to any litigation, civil or criminal, or in any arbitration proceedings in the past five (5) years?

Yes ☐ No ☐

If yes, provide details of each case or proceeding on an attached sheet, including the caption, court and index or docket number, the particulars, and the disposition.

15. Are there any judgments or awards against the Agent, or any business entity in which any principal of Agent is a principal, in any litigation (civil or criminal) or any arbitration proceeding?

Yes ☐ No ☐

If yes, provide details on an attached sheet, including caption, court and index or docket number of each case or proceeding; the particulars of each case or proceeding; and the disposition of same.

16. Are all principals and employees of the Agent bondable in accordance with the provisions of the Owner/Agent Agreement?

Yes ☐ No ☐

If no, provide explanation on an attached sheet.

17. Does the Owner, or any of its principals, board members, or employees, or any relative thereof, have any interest, direct or indirect, in Agent, or are any of them a relative of a principal of the Agent? As used herein, "Owner" includes any person or entity which has a direct or indirect interest of ten percent (10%) or more in the development or Owner, and "relative" means spouse, parent, stepparent, parent-in-law, child, stepchild, sister, brother, sister-in-law, brother-in-law, grandparent, aunt, uncle, nephew, and niece.

Yes ☐ No ☐

If yes, provide details of the relationship(s) on an attached sheet.

CERTIFICATION

I, _____, being duly sworn, state that I have read and understand all the items and conditions contained in the foregoing Statement, that I supplied full and complete information and answers to each item therein to the best of my knowledge, information and belief; and that all information supplied by me is true. I understand that:

1. This Statement is submitted as additional inducement to the Owner to find that my organization is qualified to perform the work and that the Owner will rely on the information supplied therein and any other material submitted together therewith.
2. Submission of this Statement will constitute permission by the Agent for the Owner to contact any private or governmental person, entity or agency concerning the experience, financial condition and background of Agent and its principals.
3. By submitting its proposal to provide management services for the Owner, the Agent, and any person signing on behalf of Agent certifies, under penalty of perjury, that to the best of his knowledge and belief:
 - (a) the fee and other terms proposed by Agent have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition with any other managing agent or any competitor;
 - (a) unless otherwise required by law, the fees and terms proposed have not been knowingly disclosed by the Agent and prior to opening will not be knowingly disclosed by the Agent, directly or indirectly, to any other managing agent or competitor, or to the Owner, or any principal, agent or employee thereof; and
 - (b) no attempt has been made or will be made by Agent to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
4. A proposal shall not be considered for award nor shall any award be made where (a), (b), and (c) above have not been complied with; unless Agent shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore, and the Owner determines that such disclosure was not made for the purpose of restricting competition.

Print Name

Signature

Title

Date

Company

Tel. No. _____

Fax No. _____

Subscribed and sworn to before me

this _____ day of _____, _____

Notary Public