

**HOUSING TRUST FUND CORPORATION
RFP# 070913**

**REQUEST FOR PROPOSALS
for
Program Management Services
for New York State CDBG-DR
Disaster Housing Recovery Programs**

**RELEASED:
Tuesday, July 9, 2013**

**RESPONSES MUST BE RECEIVED BY 3:00 P.M. (EDT),
Friday, August 2, 2013**

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I. BACKGROUND AND SUMMARY

A. Purpose of the Request for Proposals (RFP)

The Housing Trust Fund Corporation (HTFC) of New York State is seeking a single entity – either a private company or a not for profit organization - to help property owners impacted by Hurricane Sandy, Hurricane Irene or Tropical Storm Lee access assistance to repair or replace their homes utilizing federal Community Development Block Grant Disaster Recovery (CDBG-DR) funds, through a process that is efficient, equitable and transparent. Assistance will be provided based on the Housing Assistance Programs outlined in the New York State Action Plan for CDBG-DR. These plans were developed under the leadership of Governor Andrew M. Cuomo and New York State Homes and Community Renewal (NYSHCR) Commissioner and CEO Darryl C. Towns, and approved by the U.S. Department of Housing and Urban Development (HUD) on April 26, 2013. CDBG-DR funds will be administered by the HTFC's Office of Community Renewal (OCR), operating under the integrated leadership structure of NYSHCR.

Specifically, OCR is seeking a firm that will administer and deliver New York State's Housing Assistance Programs for disaster recovery, in partnership and coordination with the staff and resources of the HTFC and OCR, and any of their partner agencies, organizations, groups, etc. The selected firm will staff and operate 10 or more NY Rising Recreate NY Housing Recovery Program Offices (Recovery Offices) in Nassau, Suffolk, and additional counties where necessary. It will implement the policies and procedures for accepting, reviewing and processing of applications for housing assistance, and supervise the overall work flow of the housing recovery process, from start to finish, for an estimated 10,000 to 20,000 households across the impacted regions. Additionally, as a function of Program Management, the selected firm will oversee a separate construction management entity that will lead the construction management services and contractor oversight, and ensure coordination between and continuity across the case management and construction management phases of the end-to-end process.

The selected firm will hire, train and supervise case workers whose primary responsibility will be to process and track applications for Housing Assistance Programs outlined in Section C of this RFP. These case workers will serve as the front line staff of this program, and provide long-term consistent delivery of services to impacted homeowners. Among other tasks, case managers will verify applicant eligibility for housing assistance, determine the amount of assistance, coordinate with construction managers and related parties to carry out approved recovery work, and administer the funding made available to the benefit of property owners. Respondents to this RFP (Respondents) must commit to serve all eligible areas of the state. Respondents proposing to serve individual cities, towns, villages, or counties will not be considered. New York State is already accepting applications for CDBG-DR assistance and has begun processing applicants through the initial stages of case management. The selected firm should be prepared to have all Recovery Offices fully staffed by September 16th, 2013.

Respondents to this RFP should thoroughly review the following documents available at www.nyshcr.org/Programs/NYS-CDBG-DR/:

- New York State Action Plan for Community Development Block Grant Program Disaster Recovery;
- Recreate NY Smart Home Programs Homeowners Procedure Manual; and
- Recreate NY Smart Home Programs Homeowner Policy Manual.

Respondents should also review the Process Flow and Ecosystem Flow charts and role descriptions attached to this RFP.

B. Background

In late October 2012, the largest storm in New York State's recorded history swept ashore. Hurricane Sandy's effect was devastating, causing widespread damage to lives, homes, businesses, core infrastructure, government property and an economy just recovering from the financial crisis. Fourteen counties were declared as Federal disaster areas. Sixty New Yorkers died and two million customers lost power with some blackouts lasting up to three weeks. The storm damaged or destroyed as many as 300,000 housing units, affected or closed over 2,000 miles of roads, produced catastrophic flooding in subways and tunnels, and damaged major power transmission systems.

Hurricane Sandy's impact was particularly tragic coming on the heels of Hurricane Irene and Tropical Storm Lee, which in 2011 devastated many communities in Upstate New York and the Hudson Valley region, as well as on Long Island. Tens of thousands of homes incurred damage in these storms, many of them destroyed by flood waters and wind. Businesses and infrastructure suffered substantial damage as well. Communities affected by these storms are still working hard every day to build back their lives.

In response to Hurricane Sandy, Hurricane Irene and Tropical Storm Lee, New York State has developed a Storm Recovery Plan to help define how the State will effectively use all available funding to recover and rebuild, and just as importantly, to stimulate economic growth in every affected community. That plan encompasses the full range of critical recovery and rebuilding, including transportation and energy infrastructure, coastal protections and natural infrastructure, water treatment plants, housing, business recovery, and many others.

In Disaster Relief Appropriation, 2013, Public Law 113-2 signed January 28, 2013, the U.S. Congress appropriated \$16 billion to HUD for the CDBG-DR program. On March 5, 2013, *Federal Register* Notice 78 FR 14329, it was announced that New York State would receive \$1.71 billion of an initial \$5.4 billion allocation of CDBG-DR to assist disaster recovery efforts in areas of the state that had received Presidential Disaster Declarations related to Hurricane Sandy, Hurricane Irene and Tropical Storm Lee. OCR will administer the program in coordination with the Department of State (DOS), NYS Empire State Development Corporation,

the NYS Division of Homeland Security and Emergency Services, units of general local government, and other contracted partners.

C. Housing Assistance Programs

As per the NYS CDBG-DR Action Plan, OCR will provide the following programs to eligible impacted homeowners:

Recreate NY Smart Home Repair and Reconstruction

- Available to owners of one- and two-unit homes located outside of New York City whether owner occupied or income generating, including Condominiums, Co-Ops and Garden Apartments. New York City will administer its own CDBG-DR programs directly.
- Will cover costs for the repair/replacement of damage to real property (including mold remediation); replacement of disaster-impacted non-luxury residential appliances; and environmental health hazard mitigation costs related to the repair or rehabilitation of disaster-impacted property.
- Assistance shall be for unmet rehabilitation or repair needs after accounting for all Federal, State, local and/or private sources of disaster-related assistance, including, but not limited to, homeowners and/or flood insurance proceeds.
- Assistance for repair and mitigation funding will be capped at the lesser of a specified dollar amount to be determined by New York State, or the unmet repair, rehabilitation and mitigation need as described above. To direct sufficient levels of assistance to those most in need, especially low- to moderate-income and minority households, a higher overall dollar cap amount may be applied to those households of low or moderate-income, where the need is justified.
- All new construction of residential buildings or replacement and/or reconstruction of substantially damaged buildings must incorporate Green Building Standards.
- Rehabilitation of non-substantially damaged buildings must follow guidelines in the HUD Green Building Retrofit Checklist.
- Household income will be required for reporting purposes even for those households assisted under the National Objective of urgent need.
- Households earning less than 80% of the area median income will be prioritized in the order of processing applications for assistance.

Recreate NY Smart Home Resilience

- Available to owners of one- and two-unit homes located outside of New York City whether owner occupied or income generating, including: Condominiums, Co-Ops and Garden Apartments. New York City will administer its own CDBG-DR programs directly.
- Property is located within a 100-year floodplain and damaged, or property was substantially damaged (i.e., lost more than 50% of pre-storm FMV), and still needs additional rehabilitation.
- Will cover costs to mitigate future damage.

- Assistance shall be for unmet rehabilitation or repair and mitigation needs after accounting for all Federal, State, local and/or private sources of disaster-related assistance, including, but not limited to, homeowners and/or flood insurance proceeds.
- Assistance for repair and mitigation funding will be capped at the lesser of a specified dollar amount to be determined by New York State, or the unmet repair, rehabilitation and mitigation need as described above. To direct sufficient levels of assistance to those most in need, especially low- to moderate-income and minority households, a higher overall dollar cap amount may be applied to those households of low or moderate-income, where the need is justified.
- All reconstruction or mitigation of substantially damaged buildings must meet Green Building Standards.
- Rehabilitation of non-substantially damaged buildings must follow guidelines in the HUD Green Building Retrofit Checklist.
- Household income will be required for reporting purposes even for those households assisted under the National Objective of urgent need.
- Households earning less than 80% of the area median income will be prioritized in the order of processing applications for assistance.

Recreate NY Home Buyout Program

Voluntary buyout for one- and two-unit homes

- The Recreate NY Home Buyout Program will include the purchase of eligible substantially damaged properties (>50% of the pre-storm value of the property) inside the floodplain in storm-impacted areas.
- Certain highest risk areas in the floodplains, determined to be among the most susceptible to future disasters and that therefore present a greater risk to people and property, will be identified by the State and its local partners for the purposes of this program as enhanced buyout areas (see below). The State will conduct purchases inside of the enhanced buyout areas as “buyouts”, as defined by HUD, whereby they will be eligible for purchase starting at 100% of the property’s pre-storm fair market value (FMV), plus available incentive(s) as outlined below.
- The State intends to conduct most purchases outside of the enhanced buyout areas as “acquisitions”, as defined by HUD, whereby purchase offers must begin with the post-storm fair market value of the property. In these instances, however, the State proposes to supplement this post-storm FMV with an added homeowner resettlement incentive equal to a maximum of the difference between the post-storm and pre-storm values of the property. Such an incentive is necessary to allow homeowners inside flood-prone areas that have sustained damage to their primary residence and are otherwise unable or unwilling to repair their home, and seek to relocate to a safer, less flood-prone area, the ability to do so. Furthermore, this resettlement incentive recognizes the uncertainty of post-storm values of storm-damaged homes, relative to the high costs associated with relocation, therefore affording homeowners the maximum amount of assistance necessary to make this life-altering change. This resettlement incentive will help homeowners to remain in the community and contribute to its overall recovery from the disaster, while also ensuring that

acquired land will be redeveloped in a safer, more resilient manner for the future occupants of the area.

- In accordance with the Federal Register Notice, published by HUD on March 5, 2013 (FR-5696-N-01), governing the use of these funds, properties purchased as a “buyout” will be maintained in perpetuity as coastal buffer zones, while properties purchased as “acquisitions” will be eligible for redevelopment in the future in a resilient manner to protect future occupants of this property. The post-purchase fate of most acquired properties will be determined by the State in consultation with local officials to ensure that the properties best serve the future goals of the community. In some cases, the properties will remain undeveloped and be transformed into parks or other non-residential uses, while in most cases they will be redeveloped in a resilient manner.
- The State will use the 2013 FHA loan limits as the ceiling for the purchase price for properties that participate in this program.

Enhanced Buyout Areas

- Enhanced Buyouts in select pre-defined targeted buyout areas, which will be determined in consultation with county and local governments will include an incentive(s) ranging from 5%-15% on top of the pre-storm FMV of property acquired through the buyout program. Reconstruction may not occur on lots in these areas. Lots will be maintained as coastal buffer zones or other uses that are compatible with open space, recreational or wet lands management practices, and may also include acquisition of vacant or undeveloped land in these targeted areas.

Incentives

- **5% -Relocation Incentive:** The State will provide this incentive to residents who participate in a buyout inside an Enhanced Buyout Area if they permanently relocate and provide evidence of the purchase of a new primary residence within the same county in which their storm-damaged property is located; residents of New York City will be eligible for this incentive if they permanently relocate and purchase a new primary residence anywhere within the five boroughs of the City. The rationale for such an incentive is to protect and preserve the community while, at the same time, facilitating the reclamation of land in high risk areas for natural protection against future damage.
- **10% Enhanced Buyout Incentive:** In an effort to relocate homeowners out of the high risk enhanced buyout areas - to protect as many as possible from future disasters - the State will seek the maximum level of homeowner participation by offering this individual incentive so that as much land as possible within these areas can be returned to and reclaimed by nature, land that will be maintained in perpetuity as coastal buffer zones. This level of incentive was selected in order to ensure that a sufficient incentive is available, as the number of properties involved will need to be significant in these areas to produce the intended outcome.
- **10% Group Buyout Incentive:** In the rare areas in which the purchase of a group of properties together makes sense in order to re-purpose that area, the State believes that graduated incentives are an essential component to induce homeowners to sell their properties. Outside of the enhanced buyout areas, the State may, in rare circumstances, provide a 10% Group Buyout Incentive to certain very limited clusters of homeowners (i.e., 2-10 consecutively located properties) whose properties are located inside the floodplain but

not inside an identified enhanced buyout area. This incentive may be necessary in certain rare cases to facilitate the reclamation of a concentrated area of high risk and to avoid the patchwork effect of purchasing all but one or two properties inside such a cluster of properties.

- Assistance shall be for property purchased after accounting for all Federal, State, local and/or private sources of disaster-related assistance, including, but not limited to, homeowners and/or flood insurance proceeds.
- All customary costs associated with the acquisition of private property, including appraisal, legal, survey, title preparation and insurance, may be paid for using this source of funds.
- Demolition costs may also be paid using this source of funds.
- Site work and property maintenance costs, including environmental remediation, grading and security, may also be paid for using this source of funds.
- Households earning less than 80% of the area median income will be prioritized in the order of processing applications for assistance.

Small Multi-Family Repair and Reconstruction

- Available to owners of multi-unit (3-7 units) residential buildings located outside of New York City including: Rental properties, including owner-occupied rental properties, non-owner-occupied properties that may be attached, semi-attached, detached/scattered site, which in the aggregate does not exceed a total of seven (7) units. New York City will administer its own CDBG-DR programs directly.
- Will cover costs for the repair/replacement of damage to real property (including mold remediation); replacement of disaster-impacted non-luxury residential appliances; and environmental health hazard mitigation costs related to the repair or rehabilitation of disaster-impacted property.
- Assistance shall be for unmet rehabilitation or repair needs after accounting for all Federal, State, local and/or private sources of disaster-related assistance, including, but not limited to, homeowners and/or flood insurance proceeds.
- Assistance for repair and mitigation funding will be capped at the lesser of a specified dollar amount to be determined by New York State, or the unmet repair, rehabilitation and mitigation need as described above. To direct sufficient levels of assistance to those most in need, especially low- to moderate- income and minority households, a higher overall dollar cap amount may be applied to those households of low or moderate-income, where the need is justified.
- All reconstruction of substantially damaged buildings must incorporate Green Building Standards.
- Rehabilitation of non-substantially damaged buildings must follow guidelines in the HUD Green Building Retrofit Checklist.
- Household income will be required for reporting purposes even for those households assisted under the National Objective of urgent need.
- Priority will be given to owners of buildings where a minimum of 51% of the units are occupied by or will be occupied by low- and moderate-income persons.

Small Multi-Family Mitigation

- Available to owners of multi-unit (3-7) residential buildings located outside of New York City, including owner-occupied rental properties, as well as non-owner-occupied properties that may be attached, semi-attached, detached/scattered site, which in the aggregate do not exceed a total of seven (7) units. New York City will administer its own CDBG-DR programs directly.
- Will cover costs to mitigate future damage.
- Assistance shall be for unmet rehabilitation or repair and mitigation needs after accounting for all Federal, State, local and/or private sources of disaster-related assistance, including, but not limited to, homeowners and/or flood insurance proceeds.
- Assistance for repair and mitigation funding will be capped at the lesser of a specified dollar amount to be determined by New York State, or the unmet repair, rehabilitation and mitigation need as described above. To direct sufficient levels of assistance to those most in need, especially low- to moderate- income and minority households, a higher overall dollar cap amount may be applied to those households of low or moderate-income, where the need is justified.
- All reconstruction or mitigation of substantially damaged buildings must incorporate Green Building Standards.
- Rehabilitation of non-substantially damaged buildings must follow guidelines in the HUD Green Building Retrofit Checklist.
- Household income of tenants may be used in determining eligibility for assistance under this program, or may, at a minimum, be required for reporting purposes.
- Priority will be given to owners of buildings where a minimum of 51% of the units are occupied by or will be occupied by low- and moderate-income persons.

Large Multi-Family Mitigation

- Available to owners of multi-unit properties with eight or more units located outside of New York City including owner-occupied rental properties, as well as non-owner-occupied properties that may be attached, semi-attached, or detached/scattered site. New York City will administer its own CDBG-DR programs directly.
- Property is located within a 100-year floodplain and sustained damage as a result of the disaster.
- Will cover costs to mitigate future damage.
- Assistance shall be for unmet mitigation and associated rehabilitation or repair needs after accounting for all Federal, State, local and/or private sources of disaster-related assistance, including, but not limited to, homeowners and/or flood insurance proceeds.
- Assistance for repair and mitigation funding will be capped at the lesser of a specified dollar amount to be determined by New York State, or the unmet repair, rehabilitation and mitigation need as described above. To direct sufficient levels of assistance to those most in need, especially low- to moderate- income and minority households, a higher overall dollar cap amount may be applied to those households of low or moderate-income, where the need is justified.

- All reconstruction or mitigation of substantially damaged buildings must incorporate Green Building Standards.
- Rehabilitation of non-substantially damaged buildings must follow guidelines in the HUD Green Building Retrofit Checklist.
- A minimum of 51% of the units of any building must be occupied by, or the owner commits to renting to, persons who are earning less than 80% of area median income.

II. MINIMUM QUALIFICATIONS

Respondents must demonstrate they have capacity in the following areas, at a minimum:

- CDBG statutory and regulatory requirements, including specific rules for CDBG Disaster Recovery funding, and all cross-cutting regulations (e.g., M/WBE, Section 3, NEPA, Uniform Relocation, Davis-Bacon Prevailing Wage)
- HUD national objective requirements and income eligibility requirements including familiarity with using uncapped income limits
- FEMA, SBA and private insurance rules and practices related to disaster claims
- Verification/Duplication of Benefits Review
- Federal and state rules regarding lead paint and other environmental health hazards (e.g. mold, asbestos, radon)
- Project oversight and monitoring
- Real estate sales and financing
- Home finance counseling
- Housing program and contract administration
- Database and records management
- Reporting and metrics
- Construction Management of basic home repair, and flood and disaster resiliency, in a high volume environment
- Cost Estimating
- Customer service
- Outreach and marketing
- Negotiation and mediation
- Ability to provide services in multiple languages as necessary

Additionally, the selected firm must have or hire individuals or firms with all of the qualifications, knowledge, skills and abilities outlined in the attached role descriptions, and/or have a qualified plan to train staff as necessary with the requisite skills and proficiencies. A Proposal may be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent OCR from selecting the firm or any person or entity associated or partnering with the firm. Such adverse findings include, but are not limited to:

- Negative findings from the New York State Inspector General, a federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector

General in another state.

- Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York or another state.
- Pending litigation with New York State, any other state, or a municipality located in New York or another state.
- Arson conviction or pending case.
- Harassment conviction or pending case.
- Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings.
- In rem foreclosure.
- Sale of tax lien or substantial tax arrears.
- Fair Housing violations or current litigation.
- Defaults under any Federal, State or locally-sponsored program.
- A record of substantial building code violations or litigation against properties owned and/or managed by the Applicant or by any entity or individual that comprises the applicant.
- Past or pending voluntary or involuntary bankruptcy proceeding.
- Conviction for fraud, bribery or grand larceny.
- Listing on the federal or state excluded parties lists.

III. SCOPE OF SERVICES

Goal:

Assist eligible individuals and households in accessing the State's CDBG-DR Housing Assistance Programs as quickly as possible through a process that is efficient, equitable and transparent; ensuring that the maximum amount of disaster-related assistance is provided to the maximum number of eligible individuals and households; and facilitate a comprehensive and thorough recovery from these storms.

Objectives:

- Provide uniform and equitable delivery of services to any and all eligible applicants for assistance.
- Provide sufficient staffing and resources to Recovery Offices to respond promptly to inquiries and process applications for assistance in a timely manner.
- Educate individuals and households on the requirements and process for receiving CDBG-DR assistance.
- Ensure individuals and households who may receive CDBG-DR funding are eligible and meet all applicable federal and state requirements, while respecting and ensuring applicant rights to privacy and confidentiality.
- Assist individuals and households in leveraging other funds for home repair as a result of the disaster, including their own income and assets, FEMA assistance, and private insurance, while preventing duplication of benefits from these sources and other disaster recovery funding.
- Coordinate communication between eligible households and the Program's construction manager(s) and construction related entities and service providers, other building contractors, OCR staff, and other interested parties.
- Provide referrals and guidance for those households not eligible for assistance, or in need of housing, legal and other related services as necessary.
- Detect and/or Prevent fraud, waste, and abuse.
- Ensure continual quality assurance/quality control.

Project Phases:

Project phases required to complete these objectives include but are not limited to:

A. Start-up of Operations

B. Master Program Management

- 1. Program level functions and Quality Control**
- 2. Case Management**

A. Start-up of Operations

The selected firm must secure the necessary personnel and office supplies to staff and operate at least 10 Recovery Offices. These offices must be equipped to assist homeowners with applications and all program-related case management appointments. (*Note: facility,*

computers, office furniture and telecommunications equipment, and other equipment as necessary for the core functions of the Offices, will be supplied by HTFC)

Staffing (refer to specific role descriptions outlined in Appendix A):

- Case Work Program Director
- Case Work Site Manager
- Case Work Team Lead
- Case Worker
- Case Work Assistant
- Case Work Intake Assistant/Concierge
- Fiscal staff

Tasks required:

- Provide a uniform and consistent personnel manual, codes of conduct, and conflict of interest, privacy and ethics policies for all employees.
- Hire or provide staff necessary to operate at least 10 Recovery Offices.
- Develop uniform and consistent training procedures for all staff.
- Develop a methodology for scheduling in-take appointments, assigning case workers to property owners and establishing waiting lists, including having adequate plans to deal with appointments that run late and end early, re-scheduling appointments, and handling unscheduled walk-ins.
- Establish an electronic and paper tracking and filing system for applications and related materials.
- Establish procedures necessary to ensure privacy and confidentiality of all employee and client personal information.
- Create, review and/or provide feedback on common forms, including but not limited to, application(s), checklists, eligibility screening materials, escrow agreements, notices to proceed, owner agreements, etc., for Housing Assistance Programs; develop procedures for obtaining privacy releases and other necessary documentation. *(Note: Application and other forms will be provided, but the selected firm may be asked to comment and suggest improvements, or create new forms as need for them is identified)*
- Provide a plan for Section 3 compliance, Equal Employment Opportunity and Minority and Women Owned Business Enterprise (M/WBE) utilization.
- Develop training materials to educate property owners on how to avoid fraud, and report any observance of fraudulent or illegal behavior by contractors, applicants or other parties.
- Begin accepting and processing applications, or continue processing applications as a result of Program Management transition, if necessary, as per the established Program Procedures Manual.
- Provide daily and/or weekly progress reports, and other reports as requested, to OCR.

Deliverables:

- **All Recovery Offices will be fully staffed, operating, and reviewing applications by September 16th, 2013.**
- Personnel manual, codes of conduct, conflict of interest, privacy and ethics policies.
- Program Staff training materials and schedule.
- Methodology for scheduling appointments and ensuring efficient staff capacity management
- Procedures for filing and storing applications and related materials.
- Section 3, Equal Employment Opportunity and M/WBE plans.
- Operations Plan including internal controls consistent with the Programs' policy and procedures.
- Office operations and security plan.
- Development of eligibility appeals process.
- Create material to educate homeowners on the process, to inform them of their rights and obligations and to provide them with contact information for their individual caseworker and any other information they will need to be an active participant in their recovery.

Timeline

Deliverables for the start-up of operations are due no later than **September 16th, 2013**. At that time, the selected firm should have sufficient staff to process no less than 425 applications per week, and no less than 5,000 applications in the first quarter.

B. Master Program Management

The selected firm will coordinate and manage New York State's Housing Assistance Programs for disaster recovery. This will include:

1. Program Level Functions and Quality Control

Staffing (refer to specific role descriptions outlined in Appendix A):

- Executive Director and/or Deputy Director
- QA/QC Specialist(s)
- Information Management Specialist(s)

In addition to staffing these specific roles, the selected firm will be required to describe, discuss the need for, and demonstrate a plan for ensuring sufficient capacity to perform the following critical master program management functions, including:

- Communications and public relations
- Legal
- Finance
- Information technology set-up and support
- Monitoring and evaluation
- Reporting
- Operational improvement

- Cross-site management and coordination
- Coordination with and oversight of construction management entity

Tasks required:

- Manage and monitor overall operation of Recovery Offices.
- Provide weekly reports to OCR; Data required for these reports may include but not be limited to: the number and type of applications received and reviewed; the ratio of applications approved and denied; a breakdown of the reasons for application denials; the amount of funding committed and disbursed; the average funding award for each Housing Assistance Program; the status and outcomes of any appeals; the number of construction projects in progress and completed; and any other quality control issues needing to be addressed.
- Staff and operate the Recovery Offices during business hours, and limited evening and weekend hours, performing routine functions such as fielding and routing inbound calls, making outbound calls to follow up with qualified applicants identified during targeted mailings; schedule follow-up appointments; log and track all inquiries; establish security protocols for file access; establish rules and procedures for accessing the Offices.
- Coordinate with the OCR and its program sub-grantees, sub-recipients, and partner for CDBG-DR activities.
- Assist OCR in accessing properties and files for monitoring and review by OCR staff, HUD, the New York State or HUD Inspector General, and any other federal or state compliance entities; cooperate with OCR to follow up and act on any findings or recommendations; assist OCR in appropriately responding to any information requests and media inquiries permitted under Freedom of Information Law.
- Recommend amendments to process flow or procedures as appropriate to increase efficiency and achieve faster processing times.
- Oversee and coordinate work flow and communication with the firms selected by OCR and its partners for construction management; forecast future construction capacity needs based on incoming application data and strive to prevent bottlenecks.
- Resolve issues identified, and manage appeals process.
- Develop a brief customer service survey, and obtain ongoing feedback from customers; collect and provide data to OCR.

Deliverables:

- Weekly reports to OCR, including status and outcome of any appeals.
- Compliance and cooperation with monitoring requirements from HUD, IG, GAO, Single Audit, etc.
- Periodic reports on survey data on customer satisfaction (initially at least bi-weekly; as program progresses, frequency can reduce).

Timeline

Most of these tasks will be ongoing throughout the contract, or as requested by OCR.

Weekly reports should begin at the start of the contract.

2. Case Management

The selected firm will be responsible for the timely intake, processing, eligibility determination, award and closeout processes for housing assistance applications.

Staffing (refer to specific role descriptions outlined in Appendix A):

- Case Work Program Director
- Case Work Site Manager
- Case Work Team Lead
- Case Worker
- Verification of Benefits (VOB) Award Calculation Specialist
- Triage Officer
- Case Work Intake Assistant/Concierge
- Case Work Assistant
- Fiscal staff

Tasks required:

(For a more complete list, see New York Smart Home Programs Homeowners Procedure Manual at www.nyshcr.org)

a) Intake and application preparation

- Educate and guide the applicant through the requirements and timing for property repair or reconstruction, resiliency improvement, and/or buy-out; assist the applicant in evaluating their options; recommend the appropriate Housing Assistance Program(s) for the applicant and route as necessary.
- Perform initial application screening and processing, including completeness review and threshold eligibility review; determine if applicant fits any of the application priorities.
- Collect required documentation for the applicable program(s), including but not limited to income documentation, proof of ownership and occupancy verification, storm damage estimates, pre-disaster housing conditions and values, status of the applicant's property taxes, mortgage and insurance, etc.; for multi-family properties, collect and review the most recent operating budget; issue correspondence requesting missing documentation.
- Work in coordination with the AFWA Team to maintain records and communications in a manner that detects or prevents Fraud
- Document communications with property owners regarding the status of their application and subsequent related processes, requests for additional information, and/or challenges that may arise in conjunction with the application and construction process.

- Follow due diligence process to provide an opportunity for applicants to supply missing application information and supporting documentation.

b) Verification of eligibility for benefits

- Evaluate documentation submitted to determine property owner eligibility for CDBG funds based on all Program and federal requirements.
- Review receipts provided for previous work, and calculate the preliminary amount of funding the property owner is eligible to receive.
- Advise applicants who are ineligible of their status and inform them of the process for appeal.

c) Site visits and work write ups

- Case worker participates in construction management process meetings and continues to serve as main point of contact for property owner.
- Coordinate preliminary property inspection with a property inspector and lead inspector provided by the construction manager, and with the property owner and occupants; schedule meetings to review work scope and other follow-up meetings as necessary to discuss the construction.
- For eligible households, review preliminary scope of work with property owner and construction manager; recommend adjustments as necessary; determine the amount needed to complete the required remaining repairs; calculate level of reimbursement for previously completed, eligible repairs.
- Coordinate with construction manager and property owner to resolve disagreements over eligible work items.
- For reconstruction projects, work with the construction manager to determine the appropriate house design; assist in obtaining required local zoning approvals.
- For buy-outs, collect the appropriate documentation and process as required by OCR.

d) Benefit review and award finalization

- Complete Duplication of Benefits review; where owner investment, insurance, FEMA or other funds are available, prepare a source and use analysis and insure proper layering of funds; establish an escrow account for leveraged funds.
- Collect receipts for previously completed work to determine reimbursement for materials and appropriate labor charges.
- Based on the sources and uses analysis and contractor estimates provided by the construction supervisor, prepare a funding award agreement and notice to proceed, and obtain required signatures on forms including, but not limited to the grant agreement, construction agreement and covenant of federal requirements running with the property.
- Submit environmental review and SHPO documentation provided by construction manager to OCR.

e) Payment processing, closing and file closeout

- Confirm completion of assistance; issue interim and final payments to contractors/vendors with appropriate approvals; file and store documents; update Program's system of record.

- Schedule loan closing meeting; obtain a title search and title insurance; assemble and file the property lien utilizing documents provided and/or approved by OCR.
- Assist with relocation of occupants during construction, when required.
- Implement procedures for recapture of funds in the event of default.

Deliverables:

- Signed checklist confirming key topics discussed at initial applicant meeting.
- Complete applications including all required supporting documentation, and certification from applicant.
- Reports certifying eligibility/ineligibility for each complete application.
- Agreed upon work scope and building plan (for new construction and rehab).
- Verification of Benefits, with Source and Use Analysis for each approved applicant.
- A signed award agreement stating the grant amount received by the applicant, and the agency providing home rehabilitation or reconstruction. Notice to proceed.
- Loan and Closing documents
- Filing of all required papers with Clerks

Timeline

Ongoing

Proposals must both address project phases identified above, describing all tasks and activities the Respondent will perform, and all tasks and activities to be performed by subcontractors or partners. If submitting a Proposal identifying multiple firms, one firm must be identified as the Primary proposer. The Primary proposer will be the contracted entity responsible for ongoing program management and overall responsibility for the delivery of the tasks. The Primary identified is responsible for managing the entire team, including all subcontractors and partners. The Proposer should describe any support and management positions they propose in addition to those listed in the Appendix, including an organizational chart outlining management structure, and identify who will oversee the construction manager relationship. Proposals must demonstrate knowledge of local communities and community specific needs. Anticipated performance measures to be reviewed and evaluated by OCR may include metrics assessing program performance along at least 5 dimensions, including:

1) Productivity, e.g.

- Number of applications reviewed.
- Number of intake meetings held.
- Number of VOB reviews completed.
- Number of eligibility determinations.
- # of referrals to other services (home owner counseling, social services, etc.).

2) Quality of work, e.g.

- Quality and accuracy of VOB reviews and eligibility determinations completed, i.e., percentage of applications initially deemed to be eligible that are later found to be ineligible by a 3rd party monitoring.

3) Timeliness, e.g.

- Average response time to owner inquiries
- Average length of time between critical steps in process, such as completeness review and intake meeting. VOB review to inspection, and so on.
- Average length of time to complete appeals process.

4) Prevention of fraud, waste, and abuse, e.g.

- Monitoring or audit findings by HUD, HUD OIG, OCR, audit firms, etc.

5) Customer satisfaction, e.g.

- Customer satisfaction ratings of program participants at critical touch points during the program (e.g., intake meetings).

Related services (e.g. community outreach, construction management) will be performed by OCR and other partners; however, Proposals should address a Respondent's anticipated approach and capability to coordinate with other providers.

IV. PROPOSAL FORMAT

Proposals must be sent via e-mail, in PDF file format, to the following e-mail address: fmarkowski@nyshcr.org. This is the only method of submission permitted. HTFC will not accept discs, flash drives, or FTP file references that require HTFC to download information from the Respondent's, or third party's site. If the file is large, it may be submitted in multiple e-mail attachments, and the Respondent should label each email as "1 of X", "2 of X", etc., and the last email as "X of X- Final". Receipt of each e-mail will be acknowledged. Unless otherwise noted, Respondents must complete and submit all forms, information and other documentation listed herein (including, without limitation, any Appendix to this RFP) as part of its e-mail Proposal submission. Only complete Proposals will be evaluated. In all instances, OCR's determination regarding the completeness of any Proposal shall be final. All Proposals must exhibit the Respondent's ability to perform all tasks described under the Scope of Services of this RFP. **The completed Proposal, not including required attachments such as résumés and references, should not exceed 30 pages (single or double spaced, minimum 12 point font, at least a 1 inch margin).**

OCR will only consider Proposals prepared in a consistent and easily comparable format. Proposals not organized in the manner set forth in this RFP may be considered, at the HTFC's sole discretion, as unresponsive. Do not refer to other parts of the Proposal, to information that may be publicly available elsewhere, or to the Respondent's website or another website in lieu of answering a specific question.

A. Cover Letter

The Proposal must be accompanied by a cover letter that includes:

- (a) A certification that the information submitted in and with the Proposal is true and accurate, and the person signing the cover letter is authorized to submit the response on behalf of the Respondent.
- (b) Summary of information included in the application.

B. Background and Experience

Overview

Provide an organizational summary including a description of the Respondent's legal status (e.g., individual practitioner, partnership, Limited Liability Corporation, corporation, non-profit organization, charitable institution, etc.), history, background, mission, and an organizational structure.

Submit a completed *Respondent Overview* form (included in the Appendix section).

Provide an organizational chart that clearly illustrates where all case management and master program management functions will fit in the overall organizational framework.

Briefly describe any significant changes to the management and/or structure of the Respondent, including any mergers that occurred in the last three (3) years or are expected.

If a Respondent is partnering or sub-contracting with any other entity, they must also provide this information.

Experience

Provide a summary of the types of services the Respondent offers that relate to this RFP. Provide specific details on any previous experience with housing-related disaster recovery. Proposals must demonstrate that the Respondent has each of the necessary minimum qualifications listed in this RFP in *Section II - Minimum Qualifications*, and is able to carry out each of the specific Tasks and Deliverables identified in *Section III - Scope of Services*. If a Respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of their relevant staff and attach any contracts or agreements pertaining to this Proposal. **Please provide at least three references for the Respondent and for any partners or sub-contractors. Respondents are required to provide a reference for any disaster-related experience they list in this section.** Each reference should include the name, title, company, address, phone number and email address of the reference, and a brief summary of the relationship between the reference and the Respondent.

Current Capacity and Qualifications

Attach the résumés and professional qualifications of the Respondent's principals, project managers, key personnel, and staff to be assigned to work in the Recovery Offices, including degrees, licenses and years of relevant experience.

Specifically identify people currently employed by the Respondent who will serve in key roles listed in the attached role descriptions.

In addition, for the master program management functions listed in III.B.1, for which specific role descriptions have not been included in the attachment, the Respondent should submit a list, describe, and discuss the need for specific roles to perform each of these functions and provide an organizational chart that shows how and by whom these master program management functions will be performed. For each role proposed, the Respondent should also submit a price rate (daily, weekly, or hourly) and specify the experience and skill levels required.

In addition, identify sub-consultants and sub-contractors, who the Respondent will be engaging as part of this Proposal.

Specify the primary contact person for the Respondent (name, title, location, telephone number, and e-mail address).

C. Approach and Methodology

Explain how the Respondent will achieve the goals, objectives, tasks, and deliverables outlined in *Section III – Scope of Services*. In addition, the Proposal must address the following:

1. Timeline

Provide a detailed work plan with corresponding timeline that identifies date-specific milestones for hiring, training, supply purchases and other key components of the program.

2. Start-up of Operations

The Respondent should identify existing staff who will be involved in ongoing program management, including each staff member's proposed role in the organization, their relevant qualifications, and the allocation of their time to this project. Additionally, the Respondent should clearly identify the staff to be employed at the Recovery Offices, including staff that will need to be hired, the process for hiring them, and how they will be trained. Indicate if any work will be sub-contracted to other partners. If so, please provide a pending or executed contract, MOU or agreement. If the agreement is pending a successful Proposal, it must be executed and a copy submitted to OCR prior to the execution of the contract under this RFP. Clearly detail and describe the Respondent's approach to the other deliverables listed in Section III for Start-up of Operations.

3. Program Level Functions and Quality Control

Outline procedures for ensuring compliance with all federal and state requirements, including but not limited to CDBG-DR eligibility requirements, hiring and contracting requirements, including Section 3, federal and state labor standards, and MWBE compliance. Provide detail on the Respondent's anticipated monitoring plan.

4. Case Management

Explain how the Respondent will implement the policies and procedures for the Housing Assistance Programs, as summarized in *Section III* and detailed in the Recreate NY Smart Home Program Policy and Procedures manuals available at www.nyshcr.org. Provide any relevant recommendations to improve the process flow to increase processing speed and efficiency, and to avoid cost overruns, waste, fraud and abuse. Describe how you will specifically identify and meet the needs of priority applicants, such as low and moderate income households, persons with disabilities, elderly, DHAP (rental assistance) recipients, households with limited English proficiency, and those with substantial housing damage. Respondent should also demonstrate how it proposes to work with the OCR on any necessary modification of policies and procedures, identified during the course of program implementation and administration, and the process by which said policy and procedure changes will be identified and drafted by the Respondent, approved by the OCR and disseminated by the Respondent to program staff and interested parties.

D. Budget

Please provide a budget using the format below. The selected firm must expect to serve all eligible areas of New York State outside of the five boroughs of New York City and within the five boroughs where eligible and applicable. It is anticipated that most Recovery Offices will be located in Nassau and Suffolk County, but other sites may also be considered in Upstate New York depending on demand. Your budget should provide a **one-time cost** for Start-up and Operations, and an **incremental, maximum cost** for Program Level Functions and Quality Control and for Case Management **per 5,000 applications received**. Your budget should take into account all costs necessary to perform the required tasks, including staffing, management, materials, etc. The selected firm will commit to the same maximum price for the next 5,000 applications and so on until the end of the two-year contract, when it will charge a prorated amount for the last draw. It is anticipated that the actual cost for Program Level Functions and for Case Management will fluctuate based on, among other factors, the ratio of applications approved for assistance. But your cost should not exceed the maximum cost listed in your Proposal.

One-time Cost for Start-up of Operations

(Provide a breakdown of costs for each deliverable)

All Recovery Offices will be fully staffed, operating, and reviewing applications by September 16 th , 2013.	\$ _____
Personnel manual, codes of conduct, conflict of interest, privacy and ethics policies.	\$ _____
Program staff training schedule and materials	\$ _____
Methodology for scheduling appointments and ensuring efficient staff capacity management	\$ _____
Section 3, Equal Employment Opportunity and MWBE plans	\$ _____
Procedures for filing and storing applications	\$ _____
Operations Plan including internal controls	\$ _____
Office operations and security plan	\$ _____
Development of eligibility appeals process	\$ _____
Sub Total – One-time cost for Start-up of Operations	\$ _____

Cost for Master Program Management

Program Level Functions and Quality Control	
Sub Total (maximum cost per 5,000 applications)	\$ _____

Case Management Costs

(Provide a breakdown of costs for each deliverable)

Application review and DOB preparation	\$ _____
Verification of eligibility for benefits	\$ _____
Coordination with construction management (Inspections and work write ups)	\$ _____
Benefit review and award finalization	\$ _____

Payment processing, closing and file closeout
Sub Total (maximum cost per 5,000 applications)

\$ _____
\$ _____

Estimated Maximum Total Cost Formula

Case Management and Master Program Management Costs Multiplied by 4 (20,000 applications reviewed, processed and closed out over two years)

+

Start-up of Operations Costs

=

Total Maximum Estimated Cost

Budget Narrative

The Respondent should also provide a summary of how the above costs were calculated. Further, Respondent should provide a list of salaries, benefits and other compensation for each position listed in the attached role descriptions and for other proposed positions, as well as the anticipated number of people to be hired for each role. Respondent shall also identify any other costs including but not limited to management and overhead, supplies, technology, etc. that contribute to the total maximum estimated cost. Additionally, Respondent should identify how they propose to reduce costs to the Program as a result of meeting key milestones and/or natural break points in the processing of the projected application pool, as based on overall performance and volume of activity. Other cost-saving measures and or efficiencies should be clearly identified in the proposed budget. Finally, Respondent should provide the payment schedule for any third party vendors and/or partners the Respondent will retain to complete the scope of services.

V. EVALUATION AND PROPOSAL SCORING

A. Scoring Criteria

Complete Proposals will be preliminarily scored based on the criteria below.

- A. **Experience and Capacity (30 points)** – Respondents with demonstrated experience and success in implementing disaster-related home repair and buy-out programs in New York State or elsewhere will be graded higher than those with other disaster related experience, or who only have experience in administering other federally-funded housing repair programs and/or case management services. In addition to experience, Respondents must clearly identify the ability to provide sufficient capacity for the efficient and timely implementation and administration of the program. Respondents that demonstrate they have the staff and many of the deliverables already in place to begin serving disaster-impacted New Yorkers immediately will be graded higher than those who need more time, or whose responses are vague.
- B. **Approach and Methodology (30 points)** – Respondents that present a clear and straightforward work plan for all aspects of program management, which is based on a well-defined timeline for delivery of key goals and objectives, and that places emphasis on high standards for the delivery of services, in expectation of meeting or exceeding these goals, will rank higher than those that do not. Furthermore, Respondents that demonstrate creative leveraging of additional resources, including but not limited to partnerships and/or collaborations with other experienced companies or organizations for any or all aspects of Program Management, with the same approach towards meeting or exceeding established goals in the delivery of services, will receive the most points.
- C. **Budget (30 points)** - Proposals will be ranked based on the budget format provided, as well as on the information provided in the requested in the budget narrative. Respondents that clearly identify a plan for reducing program costs over the life of the program, as key milestones are reached and volume of activity reaches natural break points, and that identifies a clear plan for cost savings measures and/or efficiencies, will receive the most points.
- D. **Innovative Practices (10 points)** – Proposals that identify and articulate innovative methods for enhancing and expediting the delivery of program services will receive more points. Proposals that specifically speak to identifying and expediting the processing of priority applicants, such as low and moderate income households, persons with disabilities, the elderly, DHAP recipients, households with limited English proficiency, and those with substantial housing damage will receive the most points. Points will also be awarded for Proposals that provide creative recommendations for streamlining and expediting the application process, and for reducing waste, fraud and abuse.

A Proposal will be scored on the basis of best value, of which cost is only a portion of the overall evaluation. OCR reserves the right to select a Proposal that, in its sole judgment, is consistent with and responsive to the goals of the CDBG-DR Action Plan, irrespective of whether it is the apparent lowest cost Proposal, and is determined by OCR to be in the best interests of the citizens of the State of New York.

Unless otherwise noted, Respondents must complete and submit all forms, information and other documentation listed in this RFP as part of their Proposal. OCR may deem a Proposal non-responsive and disqualify a Respondent, if any of the required forms, information or other documentation is missing or incomplete. OCR reserves the right to disregard any apparent errors in a Proposal, in its sole judgment, it deems insignificant, to accept or reject any or all Proposals, or to cancel this solicitation and reissue it or another version of it, if OCR deems that doing so is in the best interest of the impacted communities or the State of New York.

Finally, OCR expects to select a Respondent that will agree to clearly defined service level agreements, as yet to be determined but to be included in any final contract between parties. Such service level agreements or SLA's, will be established and agreed to, to ensure that the selected Respondent delivers the maximum level of service to storm-impacted New York residents on a timeline and in a manner requested and required by the State to ensure a timely, efficient, equitable and transparent recovery process. Fees provided under this contract will be contingent upon adherence to these SLAs and other pre-agreed metrics for success. Furthermore, OCR reserves the right to cancel any contract awarded pursuant to this RFP, or withhold payment of funds under any contract awarded pursuant to this RFP, for failure to adhere to these SLAs.

B. Timeline

<u>Date</u>	<u>Event</u>
July 9, 2013	Release of RFP
July 16, 2013	Respondents' Conference – 1 PM (EDT) Hampton Plaza, 38-40 State St., Albany NY 12207
July 19, 2013	Last Day to Submit Questions – 5 PM (EDT)
July 24, 2013	Issuance of Answers to Questions (anticipated)
August 2, 2013	Proposal Submission Deadline – 3 PM (EDT)
TBD	Target Date for Finalist Interviews – at OCR's Option
August 12, 2013	Target Date for Selection

Timeline includes target dates and may change. Please check the NYSHCR website at <http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm>, for regular updates to the RFP timeline and other important information.

VI. RESPONDENTS' CONFERENCE AND QUESTIONS

A conference has been scheduled to discuss this RFP, accept questions and provide preliminary responses at **1 PM (EDT), Tuesday, July 16, 2013** at HTFC's offices at Hampton Plaza, 38-40 State Street, Albany, NY 12207. Participation by telephone will be available. The call-in number is being determined and will be posted to the "Procurement Opportunities" webpage at: <http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm> on or before Friday, July 12, 2013. We strongly encourage interested firms to check the Procurement Opportunities webpage frequently for updates and additional information pertaining to this RFP.

Respondents may also submit questions outside of the conference by e-mailing them to CDBG-DR@nyshcr.org. Answers to all substantive questions, including any substantive questions arising from the Respondents' conference, will be posted on the NYSHCR website "Procurement Opportunities" page at <http://www.nyshcr.org/AboutUs/Procurement/DHCRindex.htm> as soon as practical following the deadline for submitting questions noted above.

All questions must be received by e-mail at CDBG-DR@nyshcr.org no later than 5 PM on Friday, July 19, 2013.

VII. NOTIFICATION OF SELECTION

The selected firm will be issued a Letter of Intent to Contract, via U.S. Mail. Respondents not selected will be notified of OCR's determination via U.S. mail.

VIII. PROCUREMENT AND LOBBYING PROVISIONS

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OCR and Respondents during the solicitation process. A Respondent is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract (the restricted period) by OCR to other than the Contracting Officer, whose contact information is listed below, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3)(a). OCR employees and other relevant NYSHCR staff are also required to obtain certain information when contacted during the restricted period and make a determination of responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility can result in the rejection for contract award and in the event of two findings within a 4 year period, the offerer/respondent is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services' website at www.ogs.state.ny.us/aboutogs/regulations/defaultAdvisoryCouncil.html.

The Contracting Officer for this RFP is:
Frank Markowski, Assistant Treasurer, HTFC
fmarkowski@nyshcr.org

IX. ADDITIONAL PROVISIONS

A. Conflict of Interest

Any contract awarded under this RFP will preclude the Respondent from representing before HTFC any bidder or grantee of HTFC other than those bidders or grantees who may be assigned under this contract during the period the contract is in effect. The selected firm will be subject to the provisions on conflict of interest set forth in Section 74 of the New York State Public Officers Law.

In the event of instances of real or apparent of 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 the actual conflict of interest, or the appearance of such conflict, is not cured to HTFC's satisfaction.

B. Liability

HTFC is not liable for any cost incurred by a Respondent in the preparation and production of a Proposal in response to this RFP, or for any work performed prior to the execution of the contract, except as may be authorized by the contract.

C. Equal Opportunity Requirements and Procedures

HTFC values affording minority- and women-owned business enterprises (MWBEs) the opportunity to participate in the performance of the contract to be awarded for this project. Accordingly, any contract awarded under this RFP will promote and assist the participation of certified MWBEs as outlined and in accordance with Appendix II of the HTFC Appendices for Request for Proposals.

APPENDICES

APPENDIX A: STAFF ROLE DESCRIPTIONS

Executive Director or Deputy Director

Duties:

- Provide end-to-end management oversight for the execution of timely, first-class Customer Operations, Eligibility Review, and Counseling services.
- Provide overall coordination, accountability, and administrative oversight to staff in other assigned roles ensuring consistency of service and a seamless customer experience.
- Communicate with OCR and other stakeholders.
- Resolve issues elevated by other staff supervisory roles.
- Track performance against metrics; submit daily, weekly and monthly reports to HRO and compliance monitoring.
- Responsible for ensuring that all case management and customer service operations are performed in compliance with HUD and CDBG-DR regulations.

Years of experience/ Education:

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

Case Work Program Director

Job Description:

- The primary role of the Case Work Program Director is to oversee the Case Worker projects at all site locations. This person is responsible for assuring all CDBG requirements are being met.
- The Program Director will be responsible for meeting periodically with clients to ensure that the program is advancing in accordance with the intended clients' needs. If the client has any questions, the Program Director is the person responsible for answering these questions, and as needed, addressing programmatic concerns and implementing changes.
- The Program Director must meet regularly with staff and assign tasks to staff leads to ensure that program objectives are being carried out in accordance with the Program's written policy and procedure.

Duties:

- Determine compliance with all program requirements and applicable federal and state statutes and regulations;
- Monitor program financial and administrative performance and compliance at the state, local and sub-recipient level, by way of desk and on-site monitoring, and follow up as necessary;
- Evaluate program/project reports and records for compliance, program accomplishments and performance measurement;
- Help to promote the program, make presentations and help conduct and coordinate conferences, meetings and other forums.

Years of experience/ Education:

- The typical CDBG Program Director will have at least 5-10 years of CDBG and-or Program Management experience in large projects.

Case Work Site Manager

Job Description:

- The primary role of the Case Work Site Manager is to assure the day to day activities and the required tasks of the CDBG Disaster Housing Program are being completed on time and in compliance with all CDBG requirements and client needs.

Duties:

- Supervise all Housing Team Leaders, providing high quality leadership and guidance. Ensure that Team Leaders have the tools required to perform their jobs - including appropriate equipment, supplies, and training.
- Track and monitor activity to assure timeliness of completion.
- Monitor the overall performance of Housing Program, ensuring that goals are met and barriers to performance are addressed. Work with the Program Manager to refine program goals into Team and Individual goals for appropriate program outcomes. Devise and implement strategies to improve program performance and participation. Promptly address performance deficiencies.
- Analyze the data on performance identifying areas of strength, or vulnerability and provide recommendations to the Program Director for process improvements.
- Coordinate efforts to develop program action plans, ensuring that all program requirements and goals are included, and report on action plan activities.
- Strive for high levels of customer service while assuring regulatory compliance.
- Maintain a detailed level of knowledge of Housing Program requirements to complete the verification and computation of Housing Program awards. Inform and train or assist in the development, design, and delivery of training for staff.
- Monitor and facilitate staff development and training, and maintaining mental/spiritual care.
- Direct the maintenance of records and files.
- Resolve issues, problems and complaints from homeowners, local officials and others whenever possible.

Experience:

- Minimum of eight years of progressively responsible management experience with at least five of those years in housing program management, real estate, property management or related field, including supervision of a sizable staff; including the following:
- Knowledge of housing programs and ability to understand, interpret, apply and explain federal and agency policies, regulations, and procedures.
- Analytical ability to compile and organize reports. Ability to prepare statistical reports and understand/interpret data; effectively perform with constant interruption and time pressures; effectively communicate verbally, individually and in groups, with internal contacts, tenants, property owners, and other external contacts as appropriate; effectively write letters, reports, procedures, maintain documentation and complete required forms;

QA/QC Officer

Job Description:

- Provide integrated Quality Assurance and Control (QA/QC) support to ensure compliance with state directives and service provisions.
- Assure established policies, processes and procedures are followed in conjunction with daily operations through observation and inspection as necessary.
- Develop and maintain the program QA/QC plan.
- Perform regularly scheduled and random review of services to ensure compliance with requirements as established by the QA/QC Plan and the SOW.
- Perform periodic briefings to supervisor regarding the condition of established programs and provide suggestions for improvement.
- Assist with gathering program metrics relative to Quality Assurance, noting risks, contingencies and mitigation, and devising feedback mechanism for services provided to landlords for review and program adjustment.
- Perform sample testing of Applicant and Case Manager provided information and support documents to ensure completeness and compliance with policy and procedure.

Years of experience/ Education: Minimum three years of experience as project/program lead.

Case Work Team Lead

Duties:

- Supervises a group of Case Workers, providing high quality leadership and guidance. Ensure they have the tools required to perform their jobs including appropriate equipment, supplies and training.
- Monitor the overall performance of the Case Workers.
- Reports activities weekly to the Site Manager.
- Strive for high levels of customer service while assuring regulatory compliance.
- Work with staff to improve program performance and refine systems and procedures for conduction work.
- Maintain detailed knowledge of the disaster housing program.
- Monitor and facilitate staff development.
- Direct and maintenance of records and files.

Qualifications, knowledge, skills and abilities:

- Knowledge of the housing program and ability to understand, interpret, apply and explain federal and agency policies, regulations, and procedures.
- Demonstrated ability to work successfully with socio-economic and ethnically diverse populations.
- Analytical ability to compile and organize reports. Ability to prepare statistical reports and understand/interpret data.
- Ability to effectively perform the constant interruption and time pressures.
- Ability to effectively communicate verbally, individually and in groups, with internal contacts, tenants, property owners, and other external contacts an appropriate.
- Ability to effectively write letters, reports, procedures, maintain documentation and complete required forms.
- Demonstrated supervisory skills.
- Ability to provide friendly and efficient customer service to the public.
- Ability to read, write and speak English. Proficiency in French, Spanish, or Vietnamese desirable.
- A flexible schedule including ability to perform some evening or weekend work which may be required.

Years of experience/Education:

- Minimum of 5 years of progressively responsible management experience is preferred.
- Graduation from an accredited college or university with a Bachelor's degree.

Case Worker

Job Description:

- The Case Worker reports to the Team Leader. They advise owners through the full-life cycle of the housing program.

Qualifications, knowledge, skills and abilities:

- Ability to learn and apply the requirements, policies and procedures of the disaster housing program.
- Communication skills – ability to articulate details of program in a manner understandable to variety of groups in person and over the phone.
- Ability to read, write and speak English. Proficiency in Spanish or Vietnamese desirable.
- Interpersonal skills- ability to work successfully with socio-economic and ethnically diverse populations.
- Knowledge in best practices for customer service and experience in implementing such services.
- Skilled in multi-tasking, organizing and prioritizing work, maintain confidentiality of program materials and owners personal information.
- Knowledge of and ability to use Microsoft Word, Excel, Outlook and Internet.
- A flexible schedule including ability to perform some evening or weekend work which may be required.

Duties:

- Assist owners in completing the application form, in person, telephone or internet;
- Conduct face-to-face meetings with the property owner, explaining the housing disaster program and answering questions;
- Reviews required verification information from the property owner (e.g. identity, property ownership, damage assessments, etc.).
- Provide owners with program information to take home, including a list of any documents still needed for verification.
- Contact the property owner as necessary to ensure that missing documents is provided.
- Perform a review of the verification information prior to presentation to the property owner.
- Provide advisory services by helping the property owner access various services, including financial counseling, legal aid, workshops and mediation series.

Years of experience/Education:

- Two years' experience providing extensive public contact or customer service is preferred.
- Graduation from an accredited college or university is preferred.

VOB Award Calculation Specialist

Job Description:

- The VOB Award Calculation Specialist will complete the duplication of benefits 3rd party review, as required by the Stafford Act.

Qualifications, knowledge, skills and abilities:

- Ability to learn and apply the requirements, policies and procedures of the disaster housing program.
- Skilled in multi-tasking, organizing and prioritizing work, maintain confidentiality of program materials and owners personal information.
- Knowledge of and ability to use Microsoft Word, Excel, Outlook and Internet.
- Attention to detail.

Duties:

- Reviews required verification information from the property owner and communications with 3rd party vendors.
- Perform a review of the verification information prior to presentation to the property owner.

Information Management Specialist

Job Description:

- Monitors daily production runs for the technical support unit (i.e., disc backups, database verifications, statistics and reports).
- Performs assigned tasks of increasing complexity in the installation and maintenance of system software packages.
- Codes, compiles, tests, debugs, modifies, and documents new or existing in-house software utilities.
- Assists programmers and users in interfacing their application systems with system software packages, and in resolving program logic errors.
- Defines data elements; designs and implements logical and physical structures for databases; writes and compiles definitions and descriptions of data elements into dictionary form for use by professionals and users.
- Implements and maintains database security, maintenance utilities, and documentation.
- Installs and provides day-to-day end user support of the local area network by identifying, analyzing, testing and correcting program, machine, data, or procedural problems.
- Researches, tests and documents network (LAN/WAN/Enterprise) operating systems, application software products, and associated peripheral hardware.
- Compiles and maintains documentation of hardware and software configurations.
- Installs software and hardware in order to manage, monitor and otherwise support an extensive computer systems network.
- Assists in implementing a communications system connecting the various components of an enterprise network.
- Assists in monitoring performance and efficiency of an enterprise network.

Qualifications, knowledge, skills and abilities:

- Experience or training in computer systems programming, computer operations, network communications, production control, electronic technician work, or computer systems liaison work.

Years of experience/ Education:

- A baccalaureate degree plus two years of professional level experience in computer systems programming; systems, database, or network enterprise system support (hardware or software level); or electrical engineering.

Triage Officer

Job Description:

- The Triage Officer advises property owners through the initial eligibility determination and at any stage they may face more than normal difficulty. The Triage Officer will support the Case Worker at any point a property owner becomes non-responsive and will document the file with due diligence.

Duties:

- Assist owners in completing the application form, in person, telephone or internet;
- Conduct face-to-face meetings with the property owner, explaining the housing disaster program and answering questions;
- Provides specific descriptions of program options and technical assistance to the property owner in choosing the best program options for them. This includes the ability to perform preliminary and final calculations of all program options and providing the property owner with a clear and concise presentation of the options;
- Reviews required verification information from the property owner (e.g. identity, property ownership, damage assessments, etc.).
- Provide owners with program information to take home, including a list of any documents still needed for verification.
- Contact the property owner as necessary to ensure that missing documents is provided.
- Perform a review of the verification information prior to presentation to the property owner.
- Provide advisory services by helping the property owner access various services, including financial counseling, legal aid, workshops and mediation series.

Qualifications, knowledge, skills and abilities:

- Ability to learn and apply the requirements, policies and procedures of the disaster housing program.
- Communication skills – ability to articulate details of program in a manner understandable to variety of groups in person and over the phone.
- Ability to read, write and speak English. Proficiency in Spanish or Vietnamese desirable.
- Interpersonal skills- ability to work successfully with socio-economic and ethnically diverse populations.
- Knowledge in best practices for customer service and experience in implementing such services.
- Skilled in multi-tasking, organizing and prioritizing work, maintain confidentiality of program materials and owners personal information.
- Knowledge of and ability to use Microsoft Word, Excel, Outlook and Internet.
- A flexible schedule including ability to perform some evening or weekend work which may be required.

Case Work Assistant

Job Description:

- Assists the Case Worker in preparing correspondence;
- Assists the Case Worker to maintain hard copy and electronic files;
- Manages common administrative tasks such as filing and data entry.

Skill Requirements:

- Candidate should possess good people, organizational and communication skills, and Candidate needs to be detail-oriented, helpful, cooperative and quick-paced.

Education Requirements: High school diploma

Case Work Intake Assistant / Concierge

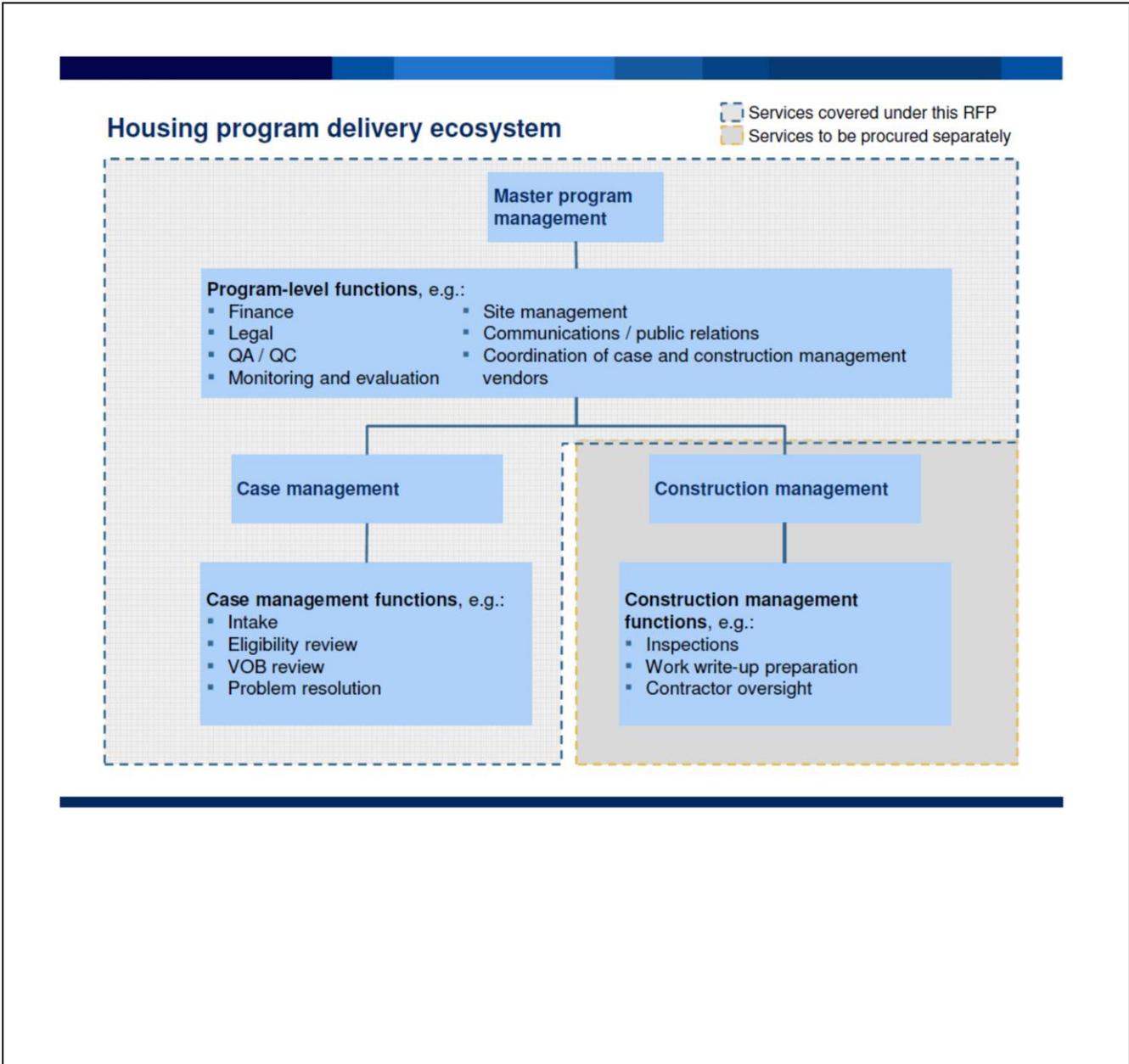
Job Description:

- The Intake Assistant greets visitors and others as they enter an organization's lobby.
- Provides those individuals with paperwork or questionnaires and answers general questions.
- Manages common administrative tasks, such as answering phones, filing, data entry and appointment scheduling.

Skill Requirements: Candidate should possess good people, organizational and communication skills, and Candidate should be detail-oriented, helpful, cooperative and quick-paced.

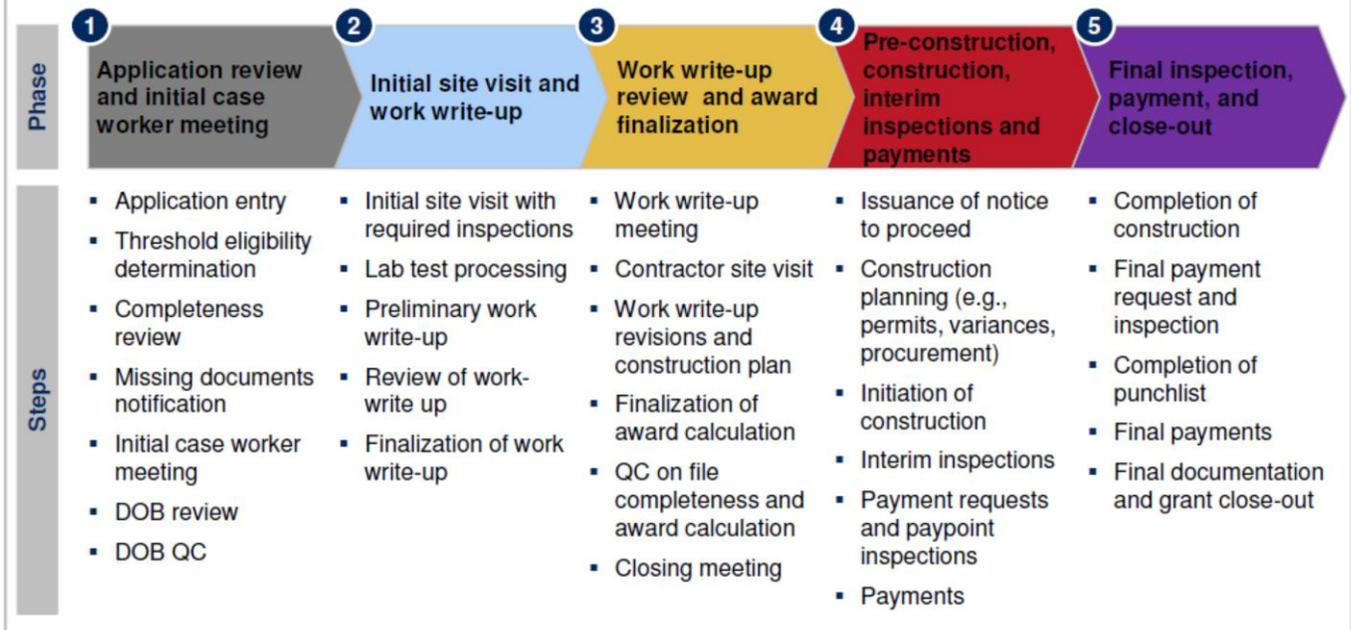
Education Requirements: High school diploma

APPENDIX B: FLOW CHARTS



Each applicant will flow through an end-to-end process with 5 phases

High-level summary of end-to-end process



APPENDIX C: HTFC Appendices for Request for Proposals

(The next 34 pages)

ANDREW M. CUOMO
GOVERNOR

DARRYL C. TOWNS
CHAIRMAN/CEO

APPENDICES

for

Request for Proposals



Housing Trust Fund Corporation
38-40 State Street
Albany, New York 12207
www.nyshcr.org

RESPONDENT OVERVIEW

Request For Proposals
For

Respondent Organization Name:

Address:

City, State, Zip, County:

Contact Person:

Title:

Telephone:

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 partner (i.e. Doing Business As) (General Business Law § 130)

RESPONDENT CERTIFICATION

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

Authorized Signature _____

Print Name _____

Title _____

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BOND BANK AGENCY, AND TOBACCO SETTLEMENT FINANCING CORPORATION
641 LEXINGTON AVENUE, NEW YORK, NEW YORK 10022, (212) 688-4000

April, 2013

APPENDIX I

STANDARD CLAUSES FOR CONTRACTS WITH THE
HOUSING TRUST FUND CORPORATION

NEW YORK STATE HOUSING FINANCING AGENCY
STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
(individually or collectively, "Agency" or "Agencies")

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STANDARD CLAUSES FOR AGENCY CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than the State of New York ("State"), whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. ACCOUNTING RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Agency or Agencies under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Agency or Agencies involved in this Contract and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York 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 Agency or Agencies 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) the Contractor shall timely inform the Agencies' Senior Vice President and Counsel, 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 herein shall diminish, or in any way adversely affect, the Agency's or Agencies' right to discovery in any pending or future litigation.

2. CONFLICTS OF INTEREST. The Contractor shall not accept any engagement in conflict with the Agency's or Agencies' interest in the subject matter of this Contract.

The Servicer shall not offer to any employee, member or director of the Agency or Agencies' any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

3. SUBCONSULTANTS. The Contractor shall not employ, contract with, or use the services of any consultant for the work of this Contract (except such third parties which may be used by the Contractor in the normal course of business, such as couriers, imaging services, etc.) without obtaining the prior written approval of the Agency or Agencies.

4. NON-ASSIGNABILITY. This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Agency or Agencies and any attempts to assign the Contract without the Agency or Agencies' written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Agency or Agencies and its successors and assigns.

5. INDEMNITY. The Contractor shall indemnify and hold the Agency or Agencies and their employees, officers, Members and Directors (collectively, the "Indemnitites") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnitites because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

6. NON-DISCRIMINATION. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. If this a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason or race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights ("Commissioner"), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Servicer will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will

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be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual's status as an employee, because of such individual's race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title; and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission ("EEOC") shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by the Agency or Agencies upon the

Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the State or a public authority until the Contractor satisfies the Commissioner of compliance.

7. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) the Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Agency or Agencies' contracts 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. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the Agency or Agencies, 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 union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. The Agency or Agencies shall consider

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compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Agency or Agencies shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Agency or Agencies shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

(d) If the procurement of the goods or services provided herein is subject to minority and women-owned participation requirements pursuant to Article 15-A of the Executive Law, the Contractor shall be liable to the Agency or Agencies for liquidated or other appropriate damages and shall provide for other appropriate remedies on account of such breach in the event it is found that the Contractor willfully and intentionally failed to comply with the minority and women-owned participation requirements set-forth in Article 15-A of the Executive Law.

8. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Agency or Agencies. All original documents constituting Proprietary Information shall be delivered to the Agency or Agencies by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Agency or Agencies, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Agencies' Senior Vice President and Counsel. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

9. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices submitted for payment for the sale of goods or services or the lease of real or personal property to the Agency or Agencies must include the payee's 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 its invoice, 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 Agency or Agencies 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 Agency or Agencies to purchase the goods or services or lease the real or personal property covered by this Contract or lease. The information is maintained by Disbursement Manager at the Agency or Agencies, 641 Lexington Avenue, New York, New York 10022, under the name "Vendor Federal Social Security and Federal Employee Identification Numbers."

10. CONTRACTUAL RELATIONSHIP. It is expressly understood that the relationship between the Agency or Agencies and the Contractor is an independent contractual relationship and neither the Contractor, its employees, nor its subcontractors shall be considered employees of the Agency or Agencies for any purpose. In addition, the Contractor shall execute the Certificate of Interest attached hereto as Exhibit A and incorporated herein.

Please refer to the following link on the Agency's web site to view each of the Agency's Prompt Payment Policies at <http://www.nyshcr.org/Agencies/HTFC/Publications/PromptPaymentReport2012.pdf> or <http://www.nyshcr.org/AboutUs/Procurement/Contractinformation.htm>.

11. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Contractor and the Agency or Agencies with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix I, the terms of this Appendix I shall control.

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April, 2013

12. MODIFICATION. Waiver, discharge, amendment, supplement, extension or other modification of this Contract shall be subject to prior approval by the Agency or Agencies and may be effected only by an instrument in writing signed by the parties to this Contract.

13. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

14. COUNTERPARTS. This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

15. GOVERNING LAW. This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

16. NOTICES. All notices and other communications given hereunder shall not be effective for any purpose whatsoever unless in writing and delivered by hand or mailed by United States first class registered or certified mail, return receipt requested. Notice shall be deemed to have been given, if delivered by hand, when actually received by the party being notified, or, if mailed, when addressed (a) if to the Contractor, to the attention of the Contractor's authorized signatory of this Contract at the address specified for the Contractor on page one of this Contract, or at such other address as to which the Contractor shall have notified the Agency or Agencies, and (b) if to the Agency or Agencies, to the attention of the Senior Vice President and Counsel, at the address for the Agency or Agencies on page one this Contract, or at such other address of which the Agency or Agencies shall have notified the Contractor.

17. SEVERABILITY. All rights, powers and remedies provided herein may be exercised only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Contract invalid, unenforceable or not entitled to be recorded, registered, or filed under applicable law. If any provision or term of this Contract or any portion of a provision shall be held to be invalid, illegal or unenforceable, only such provision or part thereof shall be affected by such holding and this Contract shall be construed as if such

invalid, illegal or unenforceable provision or part thereof had not been contained herein.

18. WORKERS' COMPENSATION. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

19. 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.

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

21. NON-COLLUSIVE BIDDING CERTIFICATION. If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor. The Contractor further affirms that, at the time the Contractor submitted its bid or proposal, an authorized and responsible person executed and delivered a non-collusive bidding certification to the Agency or Agencies on the Contractor's behalf.

22. LOBBYING REFORM LAW DISCLOSURE. If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Agency or Agencies reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Agency or

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Agencies may exercise their termination right by providing written notification to the Contractor.

23. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

24. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100 Fax: 518-292-5884
Email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
Telephone: 212-803-2424
Email: mwb certification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or Contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this Contract and agrees to cooperate with the State in these efforts.

25. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by the Agencies, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Agencies may make certain determinations with respect to Contractor responsibility, wherein the Agencies determine whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Agencies against failed contracts. In making such a responsibility determination, the Agencies shall evaluate the Contractor's responsibility with respect to four factors: (a) financial and organizational capacity; (ii) legal authority to do business in New York State; (c) integrity; and (iv) previous performance.

26. SUSPENSION OF WORK (for Non-Responsibility). The Agencies reserve the right to suspend any or all activities under this Contract, at any time, when the Agency discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Agencies issue a written notice authorizing a resumption of performance under the Contract.

**HOUSING TRUST FUND CORPORTION
38-40 STATE STREET, ALBANY, NEW YORK 12207**

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27. Termination (for Non-Responsibility). Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency staff, the Contract may be terminated by the Agencies at the Contractor's expense where the Contractor is determined by the Agencies to be non-responsible. In such event, the Agencies may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

APPENDIX B
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 the DHCR/HTFC relative to permissible Contacts as required by State Finance Law §§ 139-j (3) and 139-K (6) (b).

Signature: _____ Date: _____

Print Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Certification of Compliance
With State Finance Law §139-k (5)

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

Signature: _____ Date: _____

Print Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

APPENDIX C
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):

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: _____ Date: _____
Signature

Name: _____

Title: _____

NON-COLLUSIVE BIDDING CERTIFICATION
Required by Section 2878 of the Public Authorities Law

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 FORGOING 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 of partnership.

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:

NAMES LEGAL RESIDENCE

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Street Address: _____

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:

<hr/>	
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By _____	By _____
(Name)	(Name)
_____	_____
Title	
_____	_____
Street Address	Street Address
_____	_____
City and State	City and State

APPENDIX II

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN
REQUIREMENTS AND PROCEDURES
FOR CONTRACTS WITH**

HOUSING TRUST FUND CORPORATION

HOUSING TRUST FUND CORPORATION
38-40 STATE STREET, ALBANY, NEW YORK 12207

January, 2012

I. General Provisions

- A. The Corporation is required to implement the provisions of New York State (“State”) Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Housing Trust Fund Corporation (“Corporation”), to fully comply and cooperate with the Corporation in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to section VII of this Appendix II or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the Corporation hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on this Contract and achieving the Contract Goals established in section III-A, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<http://www.empire.state.ny.us/MWBE/directorySearch.html> .

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on this Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. In accordance with section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation

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38-40 STATE STREET, ALBANY, NEW YORK 12207

January, 2012

goals set forth in the Contract, such a finding constitutes a breach of Contract and the Contractor shall be liable to the Corporation for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the Corporation within seventy two (72) hours after the date of the notice by Corporation to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the Corporation may provide the Contractor or Subcontractor a model statement (see Form #EEO-1 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor's EEO policy statement shall include the following language:
 - a. 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, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. 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 union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of sections (a) through (c) of this subsection and paragraph "E" of this section, which provides for relevant provisions of the Human

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Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this Contract.

C. Form MWBE #101- Staffing Plan

To ensure compliance with this section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of this Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

D. Form MWBE #102 - Workforce Employment Utilization Report (“Workforce Report”)

1. Once a Contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Corporation of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the subject Contract. When the workforce to be utilized on the Contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of this Contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on this Contract pursuant to the prescribed MWBE goals set forth in section III-A of this Appendix II.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of this Contract. Upon the occurrence of such a material breach, the Corporation shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form MWBE #104 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Corporation shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Corporation, upon review of the Utilization Plan and updated Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Corporation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form MWBE #105) to the Corporation by the 10th day following each end of quarter (i.e., March 31st, June 30th, September 30th, and December 31st) over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where the Corporation determines that Contractor is not in compliance with the requirements of this Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Corporation liquidated damages.

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38-40 STATE STREET, ALBANY, NEW YORK 12207

January, 2012

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, Contractor shall pay such liquidated damages to the Corporation within sixty (60) days after they are assessed by the Corporation unless prior to the expiration of such sixtieth (60th) day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to subdivision 8 of section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Corporation.

ALL FORMS ARE ATTACHED BELOW

**EQUAL EMPLOYMENT OPPORTUNITY
STAFFING PLAN**
Submit with Bid or Proposal – Instructions on page 2

Solicitation/Program Name:	Report includes: <input type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Workforce by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran				
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)	
Officials/Administrators																		
Professionals																		
Technicians																		
Service Maintenance Workers																		
Office/Clerical																		
Skilled Craft Workers																		
Paraprofessionals																		
Protective Service Workers																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		SUBMIT COMPLETED WITH BID OR PROPOSAL

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total workforce.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Workforce by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male (M) or Female (F)

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Federal Identification Number:

Address:

Solicitation Number:

City, State, Zip Code:

Telephone Number:

Region/Location of Work:

M/WBE Goals in the Contract: MBE % WBE %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (PROC-5).			
<p>PREPARED and APPROVED BY:</p> <p>NAME AND TITLE OF PREPARER (Print or Type):</p> <p>Signature: _____ Authorized Signature</p> <p>DATE:</p> <p>TELEPHONE NO:</p> <p>EMAIL ADDRESS:</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>	<p>FOR AGENCY USE ONLY</p> <table border="1" style="width: 100%;"> <tr> <td data-bbox="1192 906 1766 1003">REVIEWED BY:</td> <td data-bbox="1766 906 2034 1003">DATE:</td> </tr> </table> <p>UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date:</p> <p>Contract No:</p> <p>Contract Award Date:</p> <p>Estimated Date of Completion:</p> <p>Amount Obligated Under the Contract:</p> <p>NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p> <p>NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____</p>	REVIEWED BY:	DATE:
	REVIEWED BY:	DATE:	

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor)_____ agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location)_____

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from Agency(ies) and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison

He/she is responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

20% Minority and Women's Business Enterprise Participation

10% Minority Business Enterprise Participation

10% Women's Business Enterprise Participation

EEO Contract Goals

_____% Minority Labor Force Participation

_____% Female Labor Force Participation

WORKFORCE EMPLOYMENT UTILIZATION

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Contractor's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Contractor's Address:		

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Male (M)	Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	Submit completed form to: NYS Homes & Community Renewal, Office of Fair Housing & Equal Opportunity, 641 Lexington Ave, 5th Floor, New York, NY 10022, or OFHEO@nyshcr.org	

General Instructions: The work force utilization is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total work force, the contractor and/or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total work force, information on the total work force shall be included in the Utilization Report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30 and 12/31 and submitted to the M/WBE Program Management Unit within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Program Management Unit at (518) 474-5513 if you have any questions.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL**

any person who:

- has a physical or mental impairment that substantially limits one or more major life activity(ies)
- has a record of such an impairment; or
- is regarded as having such an impairment.

- **VIETNAM ERA VETERAN**

a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

- **GENDER**

Male or Female

Is this a final report? Check one.
 Yes _____ No _____

M/WBE Quarterly Report
 of

NYS AGENCY/AGENCIES Contract No. _____ Project No. _____

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified M/WBE subcontractor on this project. The payments as shown are in compliance with contract documents for the above reference project.

Contractor's Name and Address		Federal ID#	Goals/Dollar Amount		Contract Type:					
			MBE ___% = \$ _____ WBE ___% = \$ _____		Paid to Contractor this Quarter: Total Paid to Contractor to Date:					
		Project Completion Date	Work Location		Reporting Period:					
					<input type="checkbox"/> 1 st Quarter (4/1-6/30) <input type="checkbox"/> 3 rd Quarter (10/1-12/31) <input type="checkbox"/> 2 nd Quarter (7/1-9/30) <input type="checkbox"/> 4 th Quarter (1/1-3/31)					
M/WBE Subcontractor/Vendor	Product Code*	Work Status this Report	Total Subcontractor Contract Amount		Payments this Quarter		Previous Payments		Total Payments Made to Date	
			MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
Name: Fed ID#:		<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete								
		Total:								

*See Next Page for Product Codes

Date: _____ Name: _____ Title: _____ Signature: _____

Use the following codes in the Product Code column to indicate the category of work for which the M/WBE was utilized:

PRODUCT CODE KEY:

A	Agriculture/Landscaping (e.g., all forms of landscaping services)
B	Mining (e.g., Geological Investigation)
C	Construction
C15	Building Construction – General Contractors
C16	Heavy Construction (e.g., highway, pipe laying)
C17	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	Manufacturing (production of goods)
E	Transportation, Communication and Sanitary Services (e.g., Delivery services, warehousing, broadcasting and cable systems)
F/G	Wholesale/Retail Goods (e.g., gravel, hospital supplies and equipment, food stores, computer stores, office supplies)
G52	Construction Materials (e.g., lumber, paint, lawn supplies)
H	Financial, Insurance and Real Estate Services
I	Services
I73	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
I81	Legal Services
I82	Educational Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
I83	Social Services (e.g., counselors, vocational training, child care)
I87	Engineering, architectural, accounting, research, management and related services



New York State
Homes & Community Renewal
 www.nyshcr.org

Company Name: _____
 Contact Person: _____
 Contact Phone Number: _____
 Date: _____

Company Demographic Profile

(NOTE: Proposers may attach the Employer Information Reports EEO-1 for the last 3 years instead of completing the above table)

Enter the total number of employees in each category identified below.

Job Categories	Total Number of Employees		Report Employees in only one racial/ethnic category)												Disabled		Veteran (military service between 1/1/1963-5/7/1975)	
			Non-Hispanic or Latino										Hispanic or Latino					
			White		Black or African American		Native Hawaiian or other Pacific Islander		Asian		American Indian or Alaskan Native							
Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Services Workers																		
Current Total																		
Temporary/Apprentices																		
Current Total																		
2011 Total																		
2010 Total																		
2009 Total																		