



REQUEST FOR PROPOSALS – DANCE STUDIO SPECIALIZED FLOORING

I. GENERAL INFORMATION

A. Mission of the New York Chinese Cultural Center

The New York Chinese Cultural Center, Inc. (NYCCC) seeks to inspire and to educate through Chinese cultural arts.

NYCCC was founded in 1973 by artists, students, community activists, and parents, who ran the fledgling group in the community room of the Hamilton-Madison housing project on New York's Lower East Side. At that time, NYCCC had 20 students and an aggregate annual audience of about 2,000 people. Since then, the organization has grown steadily and now comprises a dance performance company (Dance China NY) and a School of the Arts. During our 2007 season, NYCCC provided over 3,000 classes in traditional dance, music, and folk arts for over 500 students at our 4,850 sq ft Chinatown headquarters and at sites in the New York metropolitan area. During the same period, we presented 1,000 performances, lecture-demonstrations, and workshops in schools, community centers, libraries, theaters, and parks, reaching 125,000 people across the country.

B. Overview of Services Requested and the Submission Process

The New York Chinese Cultural Center, Inc. has utilized the 2nd floor of 390 Broadway since 1994 as classroom space and rehearsal facilities for students and performers and has utilized the 3rd floor since 2007. As a result of increasing growth in our user base and intensive use over the past dozen years, the facilities are deteriorating and inadequate in size, prompting NYCCC to implement this extensive renovation effort.

NYCCC is seeking a contractor to install specialized flooring and appropriate sub-flooring to improve the conditions of the studio spaces.

The New York Chinese Cultural Center has available a fixed sum that cannot exceed \$150,000 per floor for the work done under this contract.

Funding for the renovation work is partly provided by a grant from the Lower Manhattan Development Corporation (LMDC) which is funded by Community Development Block Grants from the U.S. Department of Housing and Urban Development (HUD), as well as the Lower Manhattan Cultural Council (LMCC) which is funded by the September 11th Fund.

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal to NYCCC. This oral presentation may provide an opportunity for the firm to clarify or elaborate on the proposal but will in no way change the original submission. NYCCC's request for an oral presentation shall not constitute acceptance of a proposal.

Proposals must be received no later than 5:00 pm EST on Friday July 31 2009. Work will be scheduled to begin on Tuesday September 01 2009.

All informational contacts and delivery of proposals are to be made with and to:

ATTN: Helen H. Wu/RFP
New York Chinese Cultural Center, Inc.
390 Broadway 2nd floor
New York, New York 10013
212 334 3764

The New York Chinese Cultural Center reserves the right to reject any proposals submitted if such election is deemed to be in the best interest of NYCCC. NYCCC assumes no obligation, no responsibility and no liability for costs incurred by the responding firms prior to the issuance of a contract.

The current schedule for this effort is as follows:

July 31 2009	Responses Due
August 14 2009	Contractor selected and agreement executed
September 02 2009	Work begins
December 04 2009	Work concludes

II. ANTICIPATED SCOPE OF SERVICES

A. Scope of Project

With this RFP, NYCCC would like to invite qualified specialty flooring providers to recommend solutions and options for flooring, including sub-flooring and surfaces.

There will be five dance studios total:

- o two large studios are approximately 50 x 24
- o two medium studios are approximately 28 x 26
- o one small studio approximately 30 x 16

Contractors are asked to contact the Center to visit the space to examine current conditions and evaluate options. Written proposals are requested by Friday July 31 2009: responses should include recommendations regarding sub-floors and flooring surface options, and to distinguish between materials and labor costs, and include an estimate of the time needed to install the floor in each studio.

III. SUBMISSION REQUIREMENTS

A. The Request for Proposals

Proposals should provide a straightforward, complete and concise description of the firm's capabilities to satisfy the requirements of the RFP. The interested candidates must submit their responses by mail only in sealed envelopes clearly marked on the outside with the words "contractor qualification". Proposals must be received no later than 5:00 pm EST, Friday July 31 2009. Deliver all proposals to:

Attn: Helen H. Wu/RFP
New York Chinese Cultural Center, Inc.
390 Broadway 2nd floor
New York, New York 10013
212 334 3764

Please letter your responses exactly as the questions presented herein. Please limit your submission to ten (10) one-sided pages, not including work samples, which must be included in a separate, bound appendix. Interested firms are invited to submit proposals that contain the following information.

A. *Experience, Structure and Personnel*

1. A history of the firm's experience providing General Contracting Services to economic development organizations, municipalities, other governmental entities, private developers, not-for-profits, and civic organizations.
2. A description of the firm's organizational structure, including resumes of the principals, project manager(s) and professional staff who would work directly with NYCCC.
3. Samples of up to five (5) major projects that the firm has completed in the areas of General Contracting Services. Include the client, the name of a contact person who is able to provide a reference, a description of the nature of the work, the size and complexity of the project, and the amount and the agreed fee arrangements.
4. Any other information that you believe would make the firm's work on behalf of NYCCC superior to that of other firms or information about your firm's specialty or particular skill to perform a specific requested service.

B. *Fee*

1. The normal hourly rate of each principal and staff member whose resume is provided or whose job category may be required, and the rate used in the proposal.
2. A list of anticipated reimbursable expenses and the rate charged for each.
3. Any reduced fees offered to other municipalities, governmental entities, economic development or nonprofit organizations, and civic organizations.
4. Any other fees or charges.
5. Proposal estimates should clearly itemize, where feasible, materials or equipment costs vs labor costs.

C. Proposals must include an estimated timeline for construction.

NOTE: The fee proposal must be submitted in a separate, clearly-marked, sealed envelope. The fees will not be opened until all proposals have been initially evaluated. Although proposed fees will be taken into account, NYCCC reserves the right to negotiate a lower or different fee structure with any firm that is selected.

IV. CRITERIA FOR SELECTION

In evaluating proposals submitted pursuant to this request, NYCCC places high value on the following factors, not necessarily in order of importance:

- Approaches in methodology with respect to the anticipated scope of services that demonstrate maximum comprehension of and ability to provide such services to NYCCC.
- Quality of work product as demonstrated in submitted work samples.
- Experience of the firm with comparable projects.
- Number, complexity, and the nature of General Contracting handled by the firm.
- Conformity with or exceeding of applicable NYCCC policies as noted herein, including specific policies relating to non-discrimination and affirmative sub-contracting goals.
- Projected cost of services.

V. INSURANCE REQUIREMENTS

The Contractor is requested to provide proof of Builder's Risk Insurance.

Insurance and Bonds that the Contractor is required to provide. All Contractors' insurance policies shall name the Owner and the Architect as additionally insured.

- Workers' Compensation: to limits required by New York State law
- General Liability: \$2,000,000
- Personal Injury: \$1,000,000
- Property Damage: \$1,000,000

VI. CONTRACT TERMS AND REQUIREMENTS

The contents of the proposal prepared by successful firms, with any amendments approved by NYCCC, will become a part of the contract that is signed as a result of this RFP Process. The selected firm(s) will be required to:

- Maintain accurate accounting records and other evidence pertaining to costs incurred in providing services, and on NYCCC's request, to make such records available to NYCCC at all reasonable times during the contract period and for six (6) years after the date of the final payment to the firms under the contract.
- Assume sole responsibility for the complete effort as required by this RFP, and be the sole point of contact with regard to contractual matters.
- Refrain from assigning, transferring, conveying, sub-letting, or otherwise disposing of the contracts or its rights, titles, or interest therein or its power to execute such agreement to any other person,

firm, partnership, company or corporation without the prior consent and approval in writing of NYCCC.

NYCCC reserves the right to terminate any contract entered into as a result of this RFP at any time, provided that written notice has been given to the firm at least thirty (30) days prior to such proposed termination date.

VII. MISCELLANEOUS CONDITIONS

A. Obligation Only on Formal Contract

The issuance of this RFP, the submission of a response by any firm, and the acceptance of such response by the New York Chinese Cultural Center, do not obligate the New York Chinese Cultural Center in any manner. Legal obligations will only arise on the execution of a formal contract by the New York Chinese Cultural Company and the firm(s) selected by the New York Chinese Cultural Center.

Responses to this RFP will be prepared at the sole cost and expense of the proposing firms. No materials submitted in response to this RFP will be returned.

B. NYCCC Reservation of Rights

The New York Chinese Cultural Center may (i) amend, modify, or withdraw this RFP, (ii) revise requirements of this RFP, (iii) require supplemental statements of information from any firm, (iv) accept or reject any or all responses hereto, (v) extend the deadline for submission of responses thereto, (vi) negotiate or hold discussions with any respondent and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (vii) cancel this RFP, in whole or in part, if the New York Chinese Cultural Center deems it in its best interest to do so. The New York Chinese Cultural Center may exercise the foregoing rights at any time without notice and without liability to any proposing firm or any other party for their expenses incurred in the preparation of the responses thereto or otherwise.

C. Non-discrimination and Affirmative Action Policies

It is the policy of the State of New York and as such the New York Chinese Cultural Center to comply with all federal, state and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-owned Business Enterprises ("M/WBEs"), Minority Group Members and women share in the economic opportunities generated by NYCCC's participation in projects or initiatives. The selected firm(s) shall be required to use best efforts to provide for the meaningful participation of United States M/WBEs, Minority Group Members and women in the execution of this contract. A copy of responding firm's equal employment opportunity policy statement and policy relating to the anticipated participation by M/WBES as subcontractors, shall be included as attachments as part of the response to the RFP.



LOWER MANHATTAN DEVELOPMENT CORPORATION
STANDARD BUSINESS BACKGROUND QUESTIONNAIRE

INSTRUCTIONS

- This Questionnaire shall be completed on behalf of the Firm by an individual who is knowledgeable about the past and present operations of the firm and its policies.
- Firms intending to bid as joint venturers should submit a separate Questionnaire for each joint venturer.
- Whenever more space is needed to answer any question, or you wish to give further explanation, complete by attaching extra pages.
- All questions must be answered. If a particular question does not apply, the response must state "Not Applicable" ("NA").
- Any suits, liens, judgments, litigation, violations, and administrative or court actions under appeal must be disclosed.

NOTE: Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the New York Freedom of Information Law: yes, no. If you checked "yes" you must identify the information you feel is confidential by placing an asterisk in front of the appropriate question number(s) and attach an additional sheet(s) explaining the basis for such claim(s).

DEFINITIONS

For purposes of this Questionnaire, the following terms shall have the following meanings:

- A. "Affiliate" shall mean any person or entity that is directly or indirectly controlled by the person or entity to which the question relates, or any person or entity that directly or indirectly controls such person or entity. For purposes of this definition, control means the power to direct the management of the firm, person or other entity, whether through ownership of shares, the right to designate the Board of Directors, contract or otherwise.
- B. "Principal" shall mean any person who is or has been, within the past five (5) years, either an owner of five percent (5%) or more of the firm's shares, one of the firm's five (5) largest shareholders or a director, officer, partner or proprietor of the Firm.
- C. "Key Person" shall mean any individual, not identified in this Questionnaire as a Principal, who participates in policy making, financial decisions, or the Firm's operations in relation to the LMDC project.

GENERAL INFORMATION

- LEGAL NAME OF FIRM (hereafter, the "Firm") _____
 DBA NAME, IF ANY _____
 MAILING ADDRESS _____ PHONE NO. (____) _____
 CITY _____ COUNTY _____ STATE _____ ZIP _____ FAX NO. (____) _____
 ACTUAL LOCATION _____
 FIRM HEADQUARTERS (if different) _____
 E-MAIL ADDRESS _____ WEB SITE _____
- CONTACT NAME FOR QUESTIONNAIRE _____ TITLE _____ PHONE NO. _____
- TYPE OF FIRM (check only one) _____ CORPORATION _____ PARTNERSHIP _____ PROPRIETORSHIP _____ JOINT VENTURE _____ LLC _____ LLP _____
- HOW MANY YEARS HAS THE FIRM BEEN IN BUSINESS? _____ UNDER THE SAME NAME? _____ FORMER NAME(S): _____
- 4a. WAS THE FIRM PURCHASED AS AN EXISTING BUSINESS BY ITS PRESENT OWNER(S) NO _____ YES _____ (IF YES PROVIDE INFORMATION)
 DATE PURCHASED ____/____/____ PREVIOUS OWNER(S) NAME(S): _____
5. WHAT IS THE FIRM'S BONDING RANGE? \$ _____ SINGLE PROJECT \$ _____ AGGREGATE (ALL PROJECTS)
6. ARE YOU CERTIFIED MBE _____ WBE _____ IF SO, BY WHOM? _____

OWNERSHIP, MANAGEMENT, AFFILIATION

7. **Principals:** Identify each person who is, or has been within the past five (5) years, an owner of five percent (5.0%) or more of the Firm's shares, or one of the five (5) largest shareholders or a director, an officer, a partner or a proprietor. Fill in name, % owned, office held and indicate by Y or N whether the individual is a director, officer, partner or Key Person:

FIRST NAME	MI	LAST NAME	DATE OF BIRTH	% OWNED	DIRECTOR (Y OR N)	OFFICER (Y OR N)	TITLE	PARTNER (Y OR N)	KEY PERSON (Y OR N)

8. **Key Persons:** Identify any individual, not listed in your answers to question 7 and identified as a Principal, who participates in policy making, financial decisions or the Firm's operations in relation to the LMDC project:

FIRST NAME	MI	LAST NAME	DATE OF BIRTH	TITLE

9. **Ownership of Other Firms:** Identify any other firms in which, now or in the past five (5) years, the Firm or any Principals or Key Persons, either owned or owns five percent (5.0%) or more of the shares of, or was or is one of the five (5) largest shareholders, a director, officer, partner or proprietor of such other firm:

FEDERAL ID NO.	% OWNED	FIRM/COMPANY NAME	FIRM/COMPANY ADDRESS

14. For the purpose of this contract, is any other person or entity guaranteeing the performance of, or otherwise providing financial assistance to, your Firm? If so, describe the form of assistance and list the name(s) and federal tax identification number(s) ("TIN") of each person or entity:

FORM OF ASSISTANCE	INDIVIDUAL	COMPANY NAME	FEDERAL TIN	ADDRESS

OTHER INFORMATION

15. For the Firm or any individual, firm or Affiliate identified in questions 7 through 10 above: (a) list and describe all judgments, liens or claims over \$25,000 filed against the Firm, individual, firm or Affiliate and remaining undischarged or unsatisfied for more than ninety (90) days; and (b) list and describe all liquidated damages assessed. Also list any litigation currently pending against the Firm, individual, firm, or Affiliate, if the judgment sought relates to the type of work to be performed for the LMDC, or could have a material adverse financial impact on the Firm, individual, firm or Affiliate.

INDIVIDUAL, FIRM OR AFFILIATE	LIENS, CLAIMS, LITIGATION INDEX/DOCKET NO.	LIQUIDATED DAMAGES

16. Within the past five (5) years has the Firm, Principal, Key Person, or Affiliate been the subject of any of the following (respond to each question and describe in detail the circumstances of each affirmative answer; attach additional pages if necessary):
- (a) a judgment of conviction for any business-related conduct constituting a crime under state or Federal law? No _____ Yes _____
 - (b) a criminal investigation or indictment for any business-related conduct constituting a crime under state or Federal law? No _____ Yes _____
 - (c) a grant of immunity for any business-related conduct constituting a crime under state or Federal law? No _____ Yes _____
 - (d) any felony or misdemeanor charges pending that were filed either before or during their employment or affiliation with the Firm? No _____ Yes _____
 - (e) a Federal or state suspension or debarment? No _____ Yes _____
 - (f) a finding of non-responsibility by any government agency? No _____ Yes _____
 - (g) a denial or revocation of prequalification? No _____ Yes _____
 - (h) a voluntary exclusion from bidding/contracting agreement? No _____ Yes _____
 - (i) any administrative or civil action seeking specific performance or restitution on any public works contract except any disputed work proceeding? No _____ Yes _____
 - (j) an OSHA Citation and Notification of Penalty containing a violation classified as serious? No _____ Yes _____
 - (k) an OSHA Citation and Notification of Penalty containing a violation classified as willful? No _____ Yes _____
 - (l) a prevailing wage or supplement payment violation? No _____ Yes _____
 - (m) a state labor law violation deemed willful? No _____ Yes _____
 - (n) any other federal or state citations, notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of any labor law or regulation? No _____ Yes _____
 - (o) any criminal investigation, felony indictment or conviction concerning formation of, or any business association with, any allegedly false or fraudulent women's, minority or disadvantaged business enterprise? No _____ Yes _____
 - (p) any denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status? No _____ Yes _____
 - (q) rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements? No _____ Yes _____
 - (r) consent order with the NYS Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws? No _____ Yes _____
 - (s) any citations, notices, violation orders, pending administrative hearings or proceedings or determinations for violations of:
 - Federal, state or local health laws, rules or regulations? No _____ Yes _____
 - Federal, state or local environmental laws, rules or regulations? No _____ Yes _____
 - unemployment insurance or workers compensation coverage or claim requirements? No _____ Yes _____
 - ERISA (Employee Retirement Income Security Act)? No _____ Yes _____
 - Federal, state or local human rights laws? No _____ Yes _____
 - Federal or state security laws? No _____ Yes _____
 - a request to withdraw a bid submitted to a public owner or any claim of an error on a bid submitted to a public owner? No _____ Yes _____
 - (t) any bankruptcy or reorganization proceeding? No _____ Yes _____
 - (u) any suspension or revocation of any business or professional license, certificates or certifications? No _____ Yes _____
 - (v) a denial of application for a professional or trade license? No _____ Yes _____

17. Within the past five (5) years has the Firm, Principal, or Key Person (respond to each question and detail the circumstances of each affirmative answer; attach additional pages if necessary):

(a) filed or submitted to any government agency, employee or representative any document that the Firm, Affiliate, Principal or Key Person knew to contain a false statement or false information? No ___ Yes ___

(b) falsified any business record? No ___ Yes ___

(c) given or offered to give money or any thing of value or any benefit to any labor official or public servant with intent to influence that person with respect to his or her official acts, duties or decisions as a labor official or public servant? No ___ Yes ___

(d) given or offered to give money or any thing of value or any benefit to any official or employee of a business with intent to induce that person or employee to engage in unethical or illegal business practices? No ___ Yes ___

(e) agreed with any person to submit a proposal, price or bid below prevailing market rate? No ___ Yes ___

(f) been sued or paid a settlement of claim related to the performance of professional services? No ___ Yes ___

18. Within the past five (5) years, has the Firm ever:

(a) failed to file any required tax returns or failed to pay any applicable Federal, state or New York City taxes, or other assessed New York City charges including, but not limited to, water and sewer charges? No ___ Yes ___

(b) had, or does it presently have, any delinquent Federal, state or New York City taxes outstanding? No ___ Yes ___

If you answered "yes" to questions 18(a) or 18(b), supply details.

19. Provide any supplemental information the Firm desires to have considered as part of its response to this Questionnaire.

CERTIFICATION

The undersigned recognizes that this Questionnaire is submitted for the express purpose of inducing the LMDC to award a contract or approve a subcontract; acknowledges that the LMDC may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein; authorizes the LMDC, the United States Department of Housing and Urban Development, or their agents to contact any entity named in this Questionnaire and any attachments for the purposes of verifying the information supplied; acknowledges that the intentional submission of false or misleading information may constitute a felony under New York Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and represents that the information submitted in this Questionnaire and any attached pages is true, accurate and complete.

Sworn to before me this _____ day of _____.

Signature of Officer

Notary Public

Title

Commission Expiration Date

SCHEDULE A

HUD / LMDC COMPLIANCE REQUIREMENTS

I. GENERAL CONDITIONS

A. General Compliance

Consultant agrees to comply with the requirements of the HUD regulations concerning CDBG, 24 CFR Part 570, as modified by the waivers and alternative requirements applicable to LMDC and its subrecipients that are published at 67 FR 12042 and 67 FR 36017. Consultant also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Consultant further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Workers' Compensation

Consultant shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. Insurance and Bonding

Consultant shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Society.

Consultant shall comply with the bonding and insurance requirements of 24 CFR §§ Part 84.31 and 84.48, including but not limited to the following insurance to the extent stated:

1. Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than Two Million Dollars (\$2,000,000) aggregate and One Million Dollars (\$1,000,000) per occurrence. Such insurance is to be written on an occurrence basis. The Society and LMDC shall be named as additional insureds.

2. Automobile Liability and Property Damage Insurance, if applicable, in an amount not less than \$1,000,000 combined single limit for both bodily injury and property damage.

3. Workers' Compensation coverage for employers liability and disability benefits as required by the State of New York.
4. Excess Liability Insurance in an amount not less than \$10,000,000.
5. Certificates of Insurance for all of the aforementioned coverages shall be provided to the Society prior to the commencement of work under this Agreement. The Society and LMDC shall be named as additional insureds on each such certificate.

II. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Consultant agrees to comply with 24 CFR §§ 84.21-84.28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Consultant shall administer the Program in conformance with OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," A-122 "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

Consultant shall maintain all records required by the HUD regulations specified in 24 CFR § 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR §§ 85.20 and 570.502; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570 (24 CFR §§ 570.600-570.614).

2. Retention

Consultant shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment or for a reasonable period of time as requested by the Society. Notwithstanding the above, if there is a litigation, claim, audit, negotiation or other action that involves any of the records cited and that has started before the expiration of the four-year period, such records must be retained until completion of the action and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

Consultant shall index the records that must be maintained and retained in this subparagraph B. At the end of the four-year period following the completion or termination of all activities funded under this Agreement, or on earlier request by LMDC, Consultant shall produce to LMDC the index and all records maintained in accordance with this subparagraph B.

3. Disclosure

Consultant understands that personal client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Society's or Consultant's responsibilities with respect to services provided under this Agreement, is prohibited by the Privacy Act, 5 U.S.C. § 552a, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent or guardian.

4. Property Records

Consultant shall maintain real property inventory records that clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR § 570.503(b)(8), where applicable.

5. Audits and Inspections

All Consultant records with respect to any matters covered by this Agreement shall be made available to the Society, LMDC, HUD, their designees or the Federal Government, at any time during normal business hours, as often as LMDC or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Consultant within 30 days after receipt by Consultant. Failure of Consultant to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Consultant hereby agrees to have an annual agency audit conducted in accordance with current LMDC policy concerning subrecipient audits and OMB Circular A-133.

C. Procurement

1. Compliance

Consultant shall comply with current LMDC policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policies as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to LMDC upon termination or completion of this Agreement.

2. OMB Standards

Consultant shall procure all materials, property, or services in accordance with the requirements of 24 CFR § 85.36, and shall subsequently follow 24 CFR Part 85 as modified by 24 CFR § 570.502, covering utilization and disposal of property.

3. Travel

Consultant shall obtain written approval from the Society for any travel outside the New York City metropolitan area with funds provided under this Agreement.

III. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Consultant agrees to comply with all applicable civil rights laws, rules, and ordinances of the City of New York and the State of New York and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

Consultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Consultant will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and 24 CFR §§ 670.601 and 670.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Consultant shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that LMDC and the United States are

beneficiaries of and entitled to enforce such covenants. Consultant, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Consultant agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination against the handicapped in any Federally assisted program. The Society shall provide Consultant with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Compliance with E.O. 11246

Consultant agrees that it shall be committed to carry out, pursuant to LMDC's specifications, an Affirmative Action Program to provide equal opportunity in employment in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. M/WBE

Consultant will use its best efforts to afford small and minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and woman-owned business enterprise" ("M/WBE") means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, 'minority group members' are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Consultant may rely on written representations by businesses regarding their status as minority and woman-owned female business enterprises in lieu of an independent investigation.

Consultant shall comply with and cause each of its subcontractors to comply with the provisions of Schedule C of the Society's subrecipient agreement with LMDC relating to non-discrimination and affirmative action, incorporated herein by reference. Consultant shall make best efforts to comply with the provisions of Schedule C relating to affirmative action.

3. Access to Records

Consultant shall furnish and cause each of its subcontractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Society, LMDC, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Consultant, advising the labor union or worker's representative of Consultant's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

Consultant will include the provisions of Sections III.A (Civil Rights) and III.B (Affirmative Action) in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its subcontractors.

C. Employment Restrictions

1. Prohibited Activity

Consultant is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

Consultant agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. § 327 et seq.) and all

other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Consultant shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Society for review upon request.

Consultant agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by HUD pertaining to such contracts and with applicable requirements of the regulations of the United States Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Consultant of its obligation, if any, to require payment of the higher wage. In all such contracts subject to such regulations, Consultant shall cause or require to be inserted in full provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Society, Consultant and any of Consultant's subcontractors. Failure to fulfill these requirements shall subject the Society, Consultant and any of Consultant's subcontractors, their successors and assigns, to those sanctions specified by this Agreement. Consultant certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

Consultant further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section

3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701).

Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.

Consultant certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications. Consultant agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts. Consultant will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Consultant will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Subcontracts

a. Monitoring. Consultant will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

b. Content. Consultant shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

c. Selection Process. Consultant shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be given to the Society along with documentation concerning the selection process.

2. Hatch Act

Consultant agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

3. Conflict of Interest

Consultant agrees to abide by the provisions of 24 CFR § 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by Consultant hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Consultant, or of any designated public agencies or subrecipients that are receiving funds from HUD under the CDBG program.

4. Lobbying

Consultant hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the certification language of this subparagraph 5 be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Copyright

If this Agreement results in any copyrightable material or inventions, LMDC and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

6. Religious Organization

Consultant agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR §570.200(j).

IV. ENVIRONMENTAL CONDITIONS

Consultant agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. § 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency ("EPA") regulations pursuant to 40 CFR Part 50, as amended.

**Exhibit A-8: Workforce Utilization Report
Employees Impacted by September 11, 2001**

Type of Report (Check One) // Total Workforce // Contract Specific Workforce
 Type of Service (Check One) // Professional, Consultant // Service/ Consultant // Construction, Consultant // Commodities
 Contractor Name: _____ Contractor Start Date: _____
 Address: _____ Reporting Period: _____
 // Quarterly Report // Semi-Annual Report
 Telephone Number: _____ Project Name: _____
 Federal ID NO: _____ Project Location: _____
 Check One: // Prime Contractor // Subcontractor County: _____ Zip: _____
 Contract Number: _____ Product/Services Provided: _____
 Contract Amount: _____

Number of Employees								
Federal Occupational Category	Total Number of Existing Employees Working on this Project	Total Number of New Employees Hired for this Project	Existing Employees that Lost Job or Wages as a Result of September 11, 2001	New Employees that Lost Job or Wages as a Result of September 11th, 2001	Low-Income Existing and New Employees that Lost Job or Wages as a Result of September 11th, 2001	Moderate-Income Existing and New Employees that Lost Job or Wages as a Result of September 11th, 2001	Low-Income Existing and New employees that live below Houston Street	Moderate-Income Existing and New Employees that Live Below Houston Street
Official/Administrator								
Professionals								
Technicians								
Sales Workers								
Office & Clerical								
Craft Workers								
Operatives								
Laborers								
Service Workers								
TOTALS								

Certification: I, _____ (Print Name) the _____ (Title)
 do certify that (i) I have read this Workforce Utilization Report on Employees Impacted by September 11, 2001 and (ii) to the best of my knowledge, information, and belief the information herein is complete and accurate.
 Signature: _____

SCHEDULE C - ATTACHMENT C-1

WORKFORCE EMPLOYMENT UTILIZATION

NON-CONSTRUCTION
 (See reverse side for instructions)
 / / TOTAL WORKFORCE / / PROFESSIONAL CONSTRUCTION CONSULTANT / / SERVICES/CONSULTING
 TYPE OF REPORT (check one):
 / / CONTRACT SPECIFIC WORKFORCE
 TYPE OR SERVICE (check one):

CONTRACTOR/FIRM NAME:		CONTRACT START DATE:
ADDRESS:		PERCENT OF JOB COMPLETED:
REPORTING PERIOD:		TELEPHONE NUMBER:
FEDERAL ID NO.:		PROJECT NAME:
N.Y.S. UNEMPLOYMENT INSURANCE NO.:		PROJECT LOCATION:
CHECK ONE: / / PRIME CONTRACTOR / / SUBCONTRACTOR		COUNTY:
CONTRACT NO.:		PRODUCT/SERVICE PROVIDED:
CONTRACT AMOUNT: \$		

FEDERAL OCCUPATIONAL CATEGORY	TOTAL NUMBER OF EMPLOYEES	ETHNICITY		ETHNICITY		ETHNICITY		ETHNICITY		ETHNICITY		ETHNICITY		ETHNICITY		ETHNICITY		ETHNICITY	
		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																			
Operatives																			
Laborers																			
Service Workers																			
TOTALS																			

CERTIFICATION: I, _____, (Print Name), the
 Workforce Employment Utilization Report and (ii) to the best of my knowledge, information and belief the information contained herein is complete and accurate.

 DATE

SIGNATURE

WORKFORCE EMPLOYMENT UTILIZATION REPORT
NON-CONSTRUCTION
Instructions for Completion

PURPOSE:

The *Workforce Employment Utilization Report For Non-Construction Firms* is prepared by all contractors, and subcontractors if any, supplying commodities or providing professional construction consulting or consulting services (skilled or non-skilled) to a state agency to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal government for reporting equal employment opportunity data. When the *contract specific work force* can be identified, the report covers all employees (including apprentices or trainees) working on the project. If the contract specific workforce cannot be separated out, the contractor's *total workforce* is reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

GENERAL INFORMATION:

1. **Name of contracting state agency** and state agency code (five digit code).
2. **Reporting period** covered by report (mm/dd/yy); **check** to indicate *Quarterly or Semi-Annual Report*.
3. **Contractor firm name** (prime contractor on summary report submitted to agency) and **address** (including city name, state and zip code); **check** if the contractor is a NOT-FOR-PROFIT.
4. **Type of Report:** **check** to indicate whether report covers (i) the *Contract Specific Workforce* or (ii) the *Company's Total Workforce* (in the event the contract specific workforce cannot be separated out).
5. Contractor **Federal Employer Identification number** (prime contractor i.d. on summary report); **check** to indicate prime or subcontractor report.
6. **Contract Amount** is dollar amount based on terms of the contract.
7. **Contract number** is the agency assigned number given to the contract.
8. **Location of work** including county and zip code where work is performed.
9. Indicate **Product or Service provided** by contractor (brief description).
10. **Contract start date** is month/day/year work on contract actually began.
11. Contractor's **estimate of the percentage of work completed** at the end of this reporting period.

FEDERAL OCCUPATIONAL CATEGORIES:

The contractor's workforce is broken down and reported by the nine *Federal Occupational Categories (FOC's)* consistent with the Federal government's EEO-1 categories for the private sector labor force. These are: *Officials and Managers, Professionals, Technicians, Sales, Office & Clerical (Administrative Support), Craft Workers, Operatives, Laborers, and Service Workers*. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.

TOTAL NUMBER OF EMPLOYEES:

Record the *total number of all persons employed* in each FOC during the reporting period, regardless of ethnicity (either working on the specific contract OR in the contractor's total workforce, based on the type of report indicated above). Report the total number of male (M) employees in column (1) and the total number of female (F) employees in column (2) for each FOC. In columns (3) thru (12) report the number of males and females employed, based on the following defined groups:

Race

- **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

- **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

- **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."

- **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

- **White.** A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Ethnicity

- **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.