



**92YTribeca
Audio and Video Equipment
Invitation For Bid (IFB)**

92nd Street Y in Tribeca:

92YTribeca is the 92nd Street Y's exciting new arts and entertainment venue located at 200 Hudson Street at the corner of Canal and Hudson Streets in New York City. As part of the 92nd Street Y, our mission downtown is to bring together and inspire a diverse community of young people from New York City and beyond, including musicians, artists, filmmakers, performers, writers, educators, humorists, directors, speakers, sports enthusiasts and many others.

Overview of Project:

The purpose of this IFB is for the purchase of additional audio and video equipment as per attached equipment list (see attached Bid Form). This is strictly an equipment/hardware purchase. No installation or implementation requested.

This project is made possible through a grant from the Lower Manhattan Development Corporation (LMDC)

Project Scope:

Vendors are being requested to submit a formal bid (see attached Bid Form) with hard costs including freight, shipping and warranties of all equipment to be delivered by due date listed below.

Vendors are asked to notify Owner of any discrepancies or ambiguities in the equipment list prior to the bid response submission date, so that a clarification may be posted, as well as, notify Owner on the attached Bid Form if exception is taken to any statement, indication or criterion in the bid documents. Lack of notification shall be understood to indicate acceptance of all requirements of the bid documents and shall preclude any future claims.

Guarantee & Warranty:

- Bid price must include 1 year standard warranty on all equipment, and parts.

Quality and Service Requirements:

- No substitutions of any of the items are to be made unless notified by Owner via email.
- All equipment must arrive without defect
- Any shipping damage must be rectified within 48 hours
- Items must be identical when more than one quantity of a particular item is ordered.
- All items must be shipped in boxes that are to be clearly marked to the attached.
- All items must arrive before December 24, 2010
- All deliveries will need to be coordinated and scheduled through the Y's Facility Operations, Construction & Real Estate Department and their designated Project Manager (PM), so as to not interfere or disrupt Owner's programmatic use of the space.

- A packing slip must also be included with each delivery listing the following:
 - Part number
 - Line item description
 - Quantity ordered
 - Quantity included in shipment
 - Unit Price

Project Schedule:

- Bid Available to Vendors – Wednesday November 17th, 2010
- Bid Response Submission Date – Thursday, December 9th, 2010 by 3:00pm
- Equipment Delivery Date - Monday, December 27th, 2010 by 5:00pm

General Conditions:

- A. Processing of payments will require approximately 45 days upon receipt of invoice.
- B. The Bidder agrees not to place any liens on the building or premises of the 92nd Street Y, except for those that arise out of the operation of law. The bidder will do everything possible to remove or discharge any liens placed on the Y's premises or building that are within the control of the Bidder.
- C. The Bidder understands that there exists a Equipment Delivery Deadline of Monday December 27th, 2010 by 5:00pm and that there will be a **Penalty Clause** instituted for everyday exceeding this deadline included within the final purchase agreement.
- D. The 92nd Street Y is a Non Profit 501 (c) (3) organization. Our tax exemption status must be reflected in the pricing.
- E. The Bidder understands that on the advice of any City agency, i.e. Lower Manhattan Development Corporation (LMDC), Office of Management and Business (OMB), etc. with whom the Y may be working on this project, the Y may withdraw its prior acceptance of the Bidder in the event that the affiliated City agency, i.e. LMDC, OMB etc. or the Y shall learn that the Bidder shall have committed any act, or if the Bidder shall have become the subject of any investigation or legal proceeding, either or both of which would have disqualified the Bidder from receiving the Y and/or the City's original approval.
- F. No member, officer, director, official, agent or employee of any affiliated city agency, i.e. LMDC, OMB, etc., or their designees, consultants or agents and no member of the governing body of the City and no public official of the City who exercises or exercised any functions or responsibilities with respect to the subject matter of this agreement during his tenure ("prohibited person"), shall have an interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this agreement.
- G. The engagement by the Y of the Vendor may have to be approved and monitored by various City agencies, i.e. LMDC, OMB, etc. as identified by the Y. The Vendor agrees to submit whatever documentation is necessary, including the names and social security numbers of its principals and any additional documents in order to assist with the selection process and the satisfaction of all contract requirements, see attached Exhibit A-3, A-7, A-8, A-9, and Schedule C-1 and C-2. Please note that not all documents may apply to this contract.
- H. The work done pursuant to the contract will be done in a timely manner and will comply with industry standards. The Vendor understands that there exists a Project Completion Date for this project and that there will be a **Penalty Clause** instituted and included within the final contract.
- I. As the Vendor will be receiving HUD funds, all Vendors must complete attached SBBQ form.

- J. Vendor is required to sign the attached Consent to Comply with Government Requirements.
- K. The Vendor understands that the Purchase Agreement will provide for a retainage amount which will be withheld by the Y until final delivery and acceptance by the Y.

Conditions for Successful Bidder:

- A. The vendor must submit the attached “Notice of Intent to Respond” immediately so that the Owner may issue any changes/addendums to all participating bidders prior to the submission deadline.
- B. The submittal must contain the following:
 - a. Signed **Bid Form**, completed with a firm cost to be charged inclusive of all shipping, freight and standard warranties, etc. in order to complete purchase and delivery in full prior to the deadline date as well as any exclusions. Only the Bid Form should contain all pricing information, and be contained within a separate sealed envelope within the submission package. **NO PRICING INFORMATION SHOULD BE LISTED IN ANY OTHER LOCATION.**
 - b. Signed **SBBQ**
 - c. Signed **Consent to Comply**
- C. The Y will select the bid response that it believes can best meet the requirements of this IFB. The Y reserves the right to accept no bids, or to accept a bid that does not offer the lowest price.
- D. Bidder will acknowledge in its bid whether it has a material contract for goods or services with the Y other than in connection with the project. Material contracts shall mean any contract or contracts for goods or services the value of which is in excess of \$100,000.
- E. If necessary, the Bidder must demonstrate fiscal responsibility by submitting a current verified financial statement that details all fixed assets, and current and long-term liabilities. In addition, the applicant may be requested to document any available credit line, and provide the necessary information for possible verification by the Selection Committee.
- F. Satisfying all the Quality & Service Requirements.
- G. Please direct all bids to:

92nd Street YM-YWHA
1395 Lexington Ave.
New York, NY 10128
Facility Operations Department
Attn: Salvatore Taddeo
Director of Facility Operations, Construction & Real Estate

- H. Please direct all questions to:

Kevin O’Bryan
Assistant Director of Facility Operations,
Construction & Real Estate
kobryan@92y.org

Reasons for Bid Disqualification other than price:

- Not Submitting a Notice of Intent to Respond.
- Not Submitting a Bid Form as per the conditions set herein.
- Not being able to meet the Quality and Service Requirements and the Project Schedule



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Bid Form

Equipment	Quantity	Total
Atlona AT-SAV-42M 3 port (rca/s-video) Matrix	1	\$
Marshall V-R563P Triple 5.6 inch Rack Mountable LCD Monitors	1	\$
MACKIE SRM350v2 2-Way Bi-Amped PA Speaker	10	\$
MACKIE SRM450V2 POWERED fill speakers	8	\$
MACKIE DFX-12 12 X 2 PA Recording Mixer	2	\$
25ft HD15 VGA/UXGA Monitor Cable with 3.5mm Stereo Audio	2	\$
Microphones (AKG414)	2	\$
Fender Twin Amplifier	1	\$
DigiBeta Deck (Sony J-30/SDI compact Digital Betacam Player with SDI/RS422 and Firewire connectivity)	1	\$
CDJ players (Pioneer CD J-1000 MK3)	2	\$
HDCAM Deck (SonyHDWD-1800)	1	\$
SHURE SM58 Microphone	10	\$
SHURE SM57 Microphone	4	\$
Metro Vacuum ED500 DataVac 500-Watt, 0.75-HP Electric Duster	1	\$
Infocus IN37 Projector	1	\$
MacBook 2.4 ghz with 4gb RAM, 15inch	1	\$
Da-Lite Matte White Designer Contour screen w/ Infrared Remote - AV Format 6' x 8'	1	\$
StarTech.com 4 Port VGA Video Audio Switch with RS232 control – VS410RVGAA	1	\$
Yamaha LS9-16 Digital 48kHz Mixing Console	2	\$
Shure ULXP24D/Beta58 wireless	4	\$
Seismic Audio SAXLX-25BK Cable XLR Black 25'	100	\$
Countryman DT85 FET Active Di Box	4	\$
Dura-Flex 12G Twist Lock 20A 125V Twofer (M-F Nub In) 3 ft.	6	\$
Dura-Flex Twist Lock Cable Lighting cable ext. 5 ft. 12 Gauge	6	\$
Seismic Audio SAEM-8x4x25 - 8 Channel XLR Color Coded Snake Cable – 25 feet	1	\$
2Seismic Audio SAQXL-4x4x25 - 24 Channel XLR Send, 4 Channel XLR Returns - 25 Feet Audio Snake	1	\$
Ultimate Support JS-TS50 Tripod-Style Speaker Stand	3 pairs	\$

On-Stage Stands SS-7322B Adjustable Wall Speaker Bracket	6 pairs	\$
M-Audio - Fast Track Ultra High-Speed 8 x 8 USB 2.0 pro tools Interface	1	\$
ALESSIS Video Track for MP4 video conversion	2	\$
Roland AC-33 Combo Amp for backstage	2	\$
LG BD590 Blu Ray DVD Player	1	\$
iPod Classic 160G Silver	2	\$
Sony HVRM35U Professional HDV/DV/DVCAM Cassette Recorder Mini DV Deck	1	\$
HP Multimedia Laptop 1.73GZ Intel core i7-Q740 6GB RAM 564 GB hard drive 17 to 18.4 inch screen NVIDIA GeForce 1.5GB BluRay Drive	1	\$
Evertz CP-3200A XY Panel for Everts Router	1	\$
Subtotal		\$
Shipping, Freight, Warranties		\$
Total		\$

Please list all exclusions and/or exemptions below:

I, _____ as a representative of _____ hereby agree that I have thoroughly read and familiarized myself with and agree to project scope, the project schedule the quality and service requirements and general conditions, and have listed all exclusions and exemptions above. I certify with my signature below that this bid form is an official submission and will be valid for 90 days from date of signature.

Signature: _____

Date: _____

Company: _____

Title: _____



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Notice of Intent to Respond

Vendors are asked to complete and return this form via fax to Kevin O’Bryan at (212) 415- 5415 **IMMEDIATELY.**

Please deliver this written notice of intent according to the stated instructions. The 92nd Street Y will use your response as a point of contact and coordination during the IFB process.

Please provide the following information:

Company Name: _____

Received by (Name and Title) _____

Intent to Respond (Circle One): YES NO

Date: _____

Signature: _____

Telephone: _____

If your intent is to respond to this IFB, please indicate the primary contact to which the 92nd Street Y inquiries should be directed.

Name and Title: _____

Telephone: _____

Fax: _____

Email: _____

THANK YOU IN ADVANCE FOR YOUR COURTESY AND PARTICIPATION.



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): _____
- WHAT IS THE FIRM'S BONDING RANGE? \$ _____ SINGLE PROJECT \$ _____ AGGREGATE (ALL PROJECTS)
- 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

10. **Affiliates:** Identify any Affiliate not listed in your answers to question 9.

FEDERAL ID NO.	COMPANY NAME	ADDRESS

11. Identify the name and types of any professional or occupational license(s) (e.g., attorney, CPA, architect, engineer, securities, insurance, etc.) ever held by the Firm, Principal or Key Person and provide the information below.

TYPE OF LICENSE	LICENSING AUTHORITY	INDIVIDUAL NAMED ON LICENSE	LICENSE NUMBER	DATE HELD FROM (MO/YR TO MO/YR)

12. Are any persons identified in your answers to questions 7, 8, or 10:

- (a) Present or past employees of the LMDC No. ___ Yes ___
- (b) Related by kinship or marriages to any present or past employees of the LMDC? No ___ Yes ___

If you answered "yes" to questions 12(a) or 12(b), provide name(s) of such individual(s) and indicate his or her relationship to the current/former LMDC employee.

FINANCIAL INFORMATION

13. Attach a copy of the Firm's most recent audited annual financial statement, include (if any) the auditor's report and accompanying footnotes.

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?
 - Federal, state or local environmental laws, rules or regulations?
 - unemployment insurance or workers compensation coverage or claim requirements?
 - ERISA (Employee Retirement Income Security Act)?
 - Federal, state or local human rights laws?
 - Federal or state security laws?
 - 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?
- (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 an 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

CONSENT to COMPLY with GOVERNMENT REQUIREMENTS

The undersigned understands that the 92nd Street Y has entered into an agreement with the Lower Manhattan Development Corporation (LMDC). LMDC requires that the attached general conditions which apply to the Y also apply to subcontractors of the Y. The successful bidder for this project, as AV Contractor, shall be deemed a subcontractor and as such, hereby agrees and acknowledges to comply with all of these applicable government requirements. Any exhibits or attachments that may be referred to in this document, but are not attached, shall not be the responsibility of the undersigned.

Signature

Print Name

Date

***Government Requirements as Excerpted from the
LMDC Standard Form Contract, 2009***

VII. GENERAL CONDITIONS

A. General Compliance

Subrecipient 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. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

C. Hold Harmless

Subrecipient shall hold harmless, defend and indemnify Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

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

E. Insurance and Bonding

Subrecipient 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 Grantee.

Subrecipient 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. LMDC shall be named as an additional insured.

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 employer 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 LMDC prior to the commencement of work under this Agreement. LMDC shall be named as an additional insured on each such certificate.

F. Grantor and Grantee Recognition

Subrecipient shall insure recognition of the role of HUD and of LMDC in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled, where practicable, as to the role of HUD and of the LMDC. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. See Exhibit A-3 for general guidance in recognizing HUD as Grantor and LMDC as Grantee.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service in Section I.A above may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of Grantee, become the property of Grantee, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and Grantee may declare

Subrecipient ineligible for any further participation in Grantee's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe Subrecipient is in noncompliance with any applicable rules or regulations, Grantee may withhold up to fifteen (15) percent of said contract funds until such time as Subrecipient is found to be in compliance by Grantee, or is otherwise adjudicated to be in compliance.

VIII. ADMINISTRATIVE REQUIREMENTS

B. Documentation and Record-Keeping

2. Retention

Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the completion or 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 Grantee. 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.

Subrecipient 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, Subrecipient shall produce to LMDC the index and all records maintained in accordance with this subparagraph B.

3. Personal Data

Subrecipient shall maintain personal data demonstrating eligibility for individual services provided. Such data shall include, but not be limited to, name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

Subrecipient understands that personal information collected under this Agreement is private and the use or disclosure of such information, when not

directly connected with the administration of Grantee's or Subrecipient'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.

5. Property Records

Subrecipient 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)(7), where applicable, and the Useful Life Period restrictions set forth in Section VI above.

6. Close-Outs

Subrecipient's obligation to Grantee shall not end until all close-out requirements are completed and the Close-Out Agreement has been signed and delivered and become effective. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to Grantee), and determining the custodianship of records.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, their respective auditors, and their designees or the Federal Government, at any time during normal business hours, as often as Grantee or HUD deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Subrecipient shall provide office support services necessary to ensure timely production of records, including but not limited to (i) availability of office space, telephones, computers, telephone, and data lines, (ii) personnel to provide such services and (iii) access to records in electronic format. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit, commonly referred to as a Single Audit, conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“URA”), as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); (b) the requirements of 24 CFR § 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements of 24 CFR § 570.606(d) governing optional relocation policies. Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

Subrecipient 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, 12106 and 12086.

2. Nondiscrimination

Subrecipient 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. Subrecipient 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. Subrecipient 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, Subrecipient 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 Grantee and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, 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

Subrecipient 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 Grantee shall provide Subrecipient 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

Subrecipient agrees that it shall be committed to carry out, pursuant to Grantee'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

Subrecipient 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. To qualify as an M/WBE, business enterprises must be a Certified Minority/ Women Business as determined and listed by the State of New York. Subrecipient may rely on its own certification program if it is submitted to LMDC and such designation is approved in writing by LMDC in advance.

Subrecipient shall provide written or electronic notification to Grantee no later than five days prior to posting notification of procurement for goods, services, and or construction related activities contemplated by this Agreement. This notification shall include type of procurement and information on how to obtain bid documents. Subrecipient shall provide Grantee written or electronic notification to Grantee no later than five days after award of contract for goods, services, or construction related activities contemplated by this Agreement. This notification shall include name of contractor, contact name and phone number for contractor, type of services, and contract size. Grantee may publish notification of procurement and award of contract on website of Grantee and in regular mailings to small businesses, minority and women owned organizations, government agencies, and interested individuals. LMDC may facilitate meetings between contractors and the above groups for contracts awarded over \$1 million using HUD CDBG funds granted to the subrecipient by LMDC. Contractors shall be required to attend these meetings.

Subrecipient shall comply with and cause each of its subcontractors to comply with the provisions of Schedule C, attached to and made a part of this Agreement, relating to non-discrimination. Subrecipient shall make best efforts to comply with the provisions of Schedule C relating to affirmative action.

3. Access to Records

Subrecipient 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 Grantee, HUD or its

agent, or other authorized Federal officials for purposes of a compliance review, audit or investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Subrecipient 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 Subrecipient, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

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

6. Subcontract Provisions

Subrecipient will include the provisions of Sections X.A (Civil Rights) and X.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

Subrecipient 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

Subrecipient 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. Subrecipient shall maintain documentation that demonstrates compliance with

hour and wage requirements of this part. Such documentation shall be made available to Grantee for review upon request.

Subrecipient 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 Subrecipient of its obligation, if any, to require payment of the higher wage. In all such contracts subject to such regulations, Subrecipient 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 Grantee, Subrecipient and any of Subrecipient's subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by this Agreement. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

Subrecipient 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.

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation(including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low- income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

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

b. Notifications. Subrecipient 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. Subrecipient 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. Subrecipient 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. Reporting. Subrecipient shall submit quarterly reports to Grantee, substantially in the form attached hereto as Exhibit A-7, regarding its efforts to satisfy the obligations contained in subclauses 3(a)-(c) above.

4. September 11, 2001 Recovery

a. Compliance. Subrecipient will make efforts to employ on this Program individuals affected by September 11, 2001, specifically, but not limited to, individuals who (a) lost wages from their work below Houston Street due to September 11, 2001, or (b) lived below Houston Street on September 11, 2001 or currently reside there.

b. Reporting. Subrecipient shall submit quarterly reports to Grantee substantially in the form attached hereto as Exhibit A-8, regarding its efforts to satisfy the obligations as set forth in this subsection 4.

D. Conduct

3. Hatch Act

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

4. Conflict of Interest

Subrecipient 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. Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Subrecipient, or of any designated public

agencies or subrecipients that are receiving funds from HUD under the CDBG program.

5. Lobbying

Subrecipient 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 subrecipients 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.

6. Copyright

If this Agreement results in any copyrightable material or inventions,

Grantee and/or grantor agency 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.

7. Religious Organization

Subrecipient 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).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

Subrecipient 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.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly

notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement be conducted.

D. Historic Preservation

Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Environmental Performance Commitments

Subrecipient agrees to implement the Lower Manhattan environmental performance commitments set forth in Exhibit A-9, attached hereto. Subrecipient will identify the specific measures implemented and may include additional commitments and specific measures as part of the project-specific governmental entities coordination plan, construction environment plan, design documents, and contracts. Environmental Performance Commitments are reported in Exhibit A-5 (Monthly Progress Report).

Exhibit A-3
Grantor and Grantee Recognition

Please find below guidelines for recognition of HUD and LMDC in any work done as a result of this subrecipient agreement. Note, any public information and all of the items below must be approved by LMDC in advance of publication or posting.

Written documents

All written documents must include the following language, unless otherwise specified in writing by LMDC:

1. "This [program/project] is made possible by a grant from the Lower Manhattan Development Corporation, which is funded through Community Development Block Grants from the U.S. Department of Housing and Urban Development."
2. Written documents should also include the LMDC logo and the names of the Governor, Mayor, Chairman of LMDC, and President of LMDC.

Internet information and e-mail information

1. Internet information must include all of the items required for written documentation and a link to LMDC's website.

Offices open to the public providing services funded by LMDC

1. All offices must include a sign including all of the items required for written documentation.

Construction Signs

1. All construction signs must include a sign including all of the items required for written documentation.
2. All construction signs must also include the name of the project, an expected end date for the project, the name of the subrecipient, and a phone number for the public to call to obtain information about the project. This must be a phone number maintained by the subrecipient or one of its subcontractors.

Completed Projects

1. All completed projects must include permanent recognition of LMDC. The subrecipient is required to submit to LMDC for written approval the proposed permanent recognition.

Exhibit A-7: Workforce Utilization Report for Section 3 Clause

Type of Report (Check One) / / Total Workforce / / Contract Specific Workforce
 Type of Service (Check One) / / Professional, Construction, Consultant / / Service/ 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: _____

Federal Occupational Category	Number of Employees						Very Low Income Employees Participating in Other HUD Programs
	Total Number of Employees Working on this Project	Low Income Employees Residing in Metropolitan Area	Very Low Income Employees Residing in Metropolitan Area	Low Income Employees Residing in Service Area or Neighborhood in which Project is Located	Very Low Income Employees Residing in Service Area or Neighborhood in which Project is Located	Low Income Employees Participating in Other HUD Programs	
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 Section 3 Clause and (ii) to the best of my knowledge, information, and belief the information herein is complete and accurate.
 Signature: _____

**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, Construction, Consultant / / Service/ 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: _____

EXHIBIT A-9

LOWER MANHATTAN ENVIRONMENTAL PERFORMANCE COMMITMENTS

In addition to measures required by applicable environmental laws and regulations, these environmental performance commitments are required on construction projects funded by the Lower Manhattan Development Corporation through its Community Development Block Grant from the United States Department of Housing and Urban Development. Additional environment-specific measures may be included as part of the project's governmental entities coordination plan, construction environmental protection plan, design documents and contracts.

Air Quality:

Commitments
Use ultra low sulfur diesel fuel in off-road construction equipment with engine horsepower (HP) rating of 60 HP and above.
Where practicable, use diesel engine retrofit technology in off-road equipment to further reduce emissions. Such technology may include diesel oxidation catalyst / diesel particulate filters, engine upgrades, engine replacements, or combinations of these strategies.
Limit unnecessary idling times on diesel powered engines to 3 minutes.
Locate diesel powered exhausts away from fresh air intakes.
Control dust related to construction site through a soil erosion sediment control plan that includes, among other things: <ul style="list-style-type: none">a. spraying of a suppressing agent on dust pile (non-hazardous, biodegradable);b. containment of fugitive dust; andc. adjustment for meteorological conditions as appropriate.

Noise and Vibration:

Commitments
Where practicable, schedule individual project construction activities to avoid or minimize adverse impacts.
Coordinate construction activities with projects under construction in adjacent and nearby locations to avoid or minimize impacts.
Consider condition of surrounding buildings, structures, infrastructure, and utilities as appropriate.
Prepare contingency measures in the event established limits are exceeded.

Cultural and Historic Resources:

Commitments
Establish coordination among projects to avoid or minimize interruption in access to cultural and historic sites.
Initiate public information and involvement outreach with sensitivity to local cultural resources.
Receive and provide current information to public about access during construction.

Monitor noise and vibration during construction as appropriate at any culturally significant sites identified by New York State Office of Historic Preservation and New York City Landmarks Preservation Commission.

Access and Circulation:

Commitments
Establish a project-specific pedestrian and vehicular maintenance and protection plan.
Promote public awareness through mechanisms such as: <ul style="list-style-type: none">a. signage;b. telephone hotline; andc. web site updates.
Ensure sufficient alternate street, building, and station access during construction period.
Coordination construction efforts by and among appropriate agencies of the City of New York.

Economic Effects:

Commitments
Undertake coordination and communication efforts to minimize residential and retail impacts.
Add appropriate signage for affected businesses and amenities.

Conservation:

Commitments
Conserve water and other materials and resources as appropriate and practicable.
Incorporate environment-friendly operations and maintenance as appropriate and practicable.
Manage and recycle waste as appropriate and practicable.

WORKFORCE EMPLOYMENT UTILIZATION REPORT

NON-CONSTRUCTION

(See reverse side for instructions)

TYPE OF REPORT (check one): / / TOTAL WORKFORCE / / CONTRACT SPECIFIC WORKFORCE / / CHECK IF NOT-FOR-PROFIT / /
 TYPE OR SERVICE (check one): / / PROFESSIONAL CONSTRUCTION CONSULTANT / / SERVICES/CONSULTING / / COMMODITIES

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

FEDERAL OCCUPATIONAL CATEGORY	NUMBER OF EMPLOYEES																								
	TOTAL NUMBER OF EMPLOYEES		ETHNICITY HISPANIC OR LATINO		ETHNICITY NOT HISPANIC OR LATINO		AMERICAN INDIAN OR ALASKA NATIVE		ASIAN		BLACK OR AFRICAN AMERICAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER		WHITE		AMERICAN INDIAN OR ALASKA NATIVE AND WHITE		ASIAN AND WHITE		AMER. INDIAN OR ALASKA NATIVE & BLACK OR AFRICAN AMER.		BALANCE OF INDIVIDUALS REPORT MORE THAN ONE RACE		
	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	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 _____ (Title), do certify that (i) I have read this Workforce Employment Utilization Report and (ii) to the best of my knowledge, information and belief the information contained herein is complete and accurate.

SIGNATURE _____ DATE _____

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** or payee 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. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."
- **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

TOTALS:

Column totals should be calculated (sum each column) for all FOC's combined.

SUBMISSION:

The workforce utilization report is to be completed by both prime and subcontractors and **signed and dated** by an *authorized representative* before submission. This **Company Official's name, official title and telephone number** should be printed or typed where indicated on the bottom of the form.

The **prime contractor** shall complete a report for its own workforce, **collect** reports completed by each subcontractor, and **prepare a summary report for the entire combined contract workforce**. The reports shall include the total number of employees in each occupational category for all payrolls completed in the quarterly reporting period. The prime contractor shall submit the summary report to the contracting agency as required by *Part 542 of Title 9 Subtitle N of the NYCRR pursuant to Article 15-A of the Executive Law*.

OCCUPATIONAL CODES

Officials/Administrators	100
Professionals	110
Technicians	120
Sales Workers	130
Office & Clerical	140
Craft Workers	150
Operatives	160
Laborers	170
Service Workers	180

FORWARD TO THE RESPONSIBLE LMDC PROJECT MANAGER

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