



**REQUEST FOR PROPOSAL (RFP) # 2020-03**

**REQUEST FOR PROPOSALS FOR PROVISION OF  
TREE SERVICES  
AT PROPERTIES MANAGED BY  
THE MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS**

The Municipal Housing Authority for the City of Yonkers (the “Authority” or “MHACY”), is soliciting proposals from qualified firms to provide tree services for the MHACY at various sites on an as-needed basis in Yonkers, New York, as specified in this Request for Proposals (“RFP”).

This RFP package contains submission requirements and terms and conditions and other pertinent information for submitting a proper and responsive proposal. This RFP is the only information provided to prospective bidders (hereinafter “Responders”) and is available online starting May 26, 2020 at [www.mhacy.org](http://www.mhacy.org) under the “About” section.

The RFP questions deadline is June 5, 2020 at 4:00PM Eastern Standard Time (EST). Any and all questions must be emailed to Lakisha Collins- Bellamy, Esq. at [procurement@mhacy.org](mailto:procurement@mhacy.org) by the deadline. No telephone calls and/or written communication sent via mail will be accepted.

**Proposals must reach MHACY no later than 3:00 PM (EST) on June 19, 2020. Late submissions will not be accepted.**

Proposals will be evaluated on the criteria stated in the RFP. Negotiations may be conducted with contractors who have a reasonable chance of being selected for the award. After evaluation of the proposal revision, if any, the contract will be awarded to the responsible firm(s) whose qualifications, price and other factors are considered to be the most advantageous to MHACY.

MHACY reserves the right to reject any and all proposals and waive any irregularities or informalities if it is in MHACY’s best interest to do so. MHACY reserves the right to cancel this RFP or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of MHACY.

MHACY is an Equal Opportunity Employer and does not discriminate on the basis of race, sexual orientation, color, national origin, sex, religion, age, disability, or family status. MHACY solicits and encourages the participation of minorities and small businesses in procurement.

Contact, related to this procurement, with members of MHACY’s Board of Commissioners, or MHACY’s officers and/or employees other than the contact person show above, during the procurement process could result in disqualification of a proposal.

Wilson Kimball  
President, CEO  
Municipal Housing Authority for the City of Yonkers  
1511 Central Park Avenue  
Yonkers, New York 10710

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Attachment A: Respondent's Qualification Statement (Part 1) and Respondent's Certification (Part 2) (*signatures required*)  
Attachment B: Acknowledgement of Addenda (*if applicable, signature required*)

## SECTION 1 INSTRUCTION TO RESPONDENTS

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### 1.1. INTRODUCTION

The purpose of this Request for Proposal (RFP) by the Municipal Housing Authority for the City of Yonkers (MHACY) is to solicit sealed proposals from interested vendors (referred to herein as "Respondents" or "Contractors") to provide tree services for MHACY at various sites on an as-needed basis. Work may consist of large and small tree removal, stump removal, disposal, tree felling, tree pruning, tree trimming, brush removal, chipping, mulching, stump grinding, tree cabling and bracing and local hauling at the following sites located throughout Yonkers: Palisade Towers, 1-8 Schroeder St; James E. Hall Homes, Dunbar & Kenmore Streets; William. A. Walsh Homes, 55-97 Walsh Rd; Kris Kristensen Homes, 45 Seymour St; John E. Flynn Manor, 334 Riverdale Ave; Msgr. Cajetan J. Troy Manor, 200 Willow St; Charles L. Curran Court, 1-4 Curran Court; Angelo R. Martinelli Manor, 21 Ellison Ave; Dr. James O'Rourke Twnhse, 525 Shoreview Dr; Raleigh Valentine Twnhse, 165 Helena Ave'; Hon. A. J. Doran Sr. Twnhse, 1 Wrexham Rd; Andrew Smith Townhouses, 148 Trenchard St; Judge Albert Fiorillo Twnhse, 6-24 Clark St; Lawrence Christopher Twnhse., 324-350 Midland Ave; and the Francis Reagan Townhouses, 1157 Central Park Ave. The work may be scheduled and/or performed on an emergency basis.

The contract to be awarded under this RFP solicitation will be an "Indefinite Delivery Indefinite Quantity" ("IDIQ") contract where individual "task orders" will be issued for specific tasks by the MHACY as the need arises. Respondents are requested to submit, as a component of their proposal, pricing for all individual tasks that are contemplated to be performed under the contract in a format that will be consistent throughout the term of the contract. This detail of cost per task will be used as one of the evaluation criteria as described under Evaluation Criteria

MHACY reserves the right to add/remove related services not specifically named in this RFP. MHACY may make multiple contract awards as a result of this RFP.

**Amendments.** Amendments (addenda) to this RFP shall be in writing and shall be mailed electronically or by United States Postal Service to all individuals who received the RFP. Amendments shall be distributed with sufficient time to allow bidders to consider the amendments in preparing their bids. If necessary, the deadline for submission of bids will be extended by an amendment.

The written acknowledgment form mailed with the amendment shall be completed by the bidder and

submitted with the bid as evidence of receipt of the amendment or shall be noted on the Bid Form.

The MHACY reserves the right to cancel this RFP at any time and for any reason.

Any bid may be rejected in whole or in part when it is in the interest of the MHACY to do so. The MHACY shall not be responsible for the payment of any costs incurred by the bidder in the preparation or submission of a bid.

The issuance of this RFP, the receipt of a bid or the selection of a bidder in no manner obligates the MHACY to the eventual purchase of services. This process is solely at the discretion of the MHACY and may be terminated without penalty or obligation at any time prior to the signing of a written contract. **Contract Term.** The initial contract term for this RFP shall be for one (1) year with options to renew for four (4) additional one (1) year terms. Changes in cost for subsequent year renewals will be based on mutual agreement between both parties. For any pricing increases the Contractor will need to provide written justification and documentation to support such request. MHACY shall provide the Contractor with written notice of its intent to extend the Contract at least one ninety (90) days prior to the expiration of the then current Contract term.

**Non-Exclusive Contract.** The Contract is a non-exclusive contract for the services described. Selection shall be made of one (1) or more Respondents deemed to be fully qualified and best suited among those submitting proposal

## **1.2. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference has not been scheduled and none is contemplated for this RFP. Interested firms may contact Mr. Juakin Padilla, MHACY Deputy Director for Field Operations & Special Projects, to schedule a visit to the properties if it believes that will improve the quality of its proposal.

## **1.3 QUESTIONS AND COMMUNICATION**

All questions must be put in writing to the RFP Contact named below no later than 5 calendar days before the due date for the submission of responses. The intent of this requirement is to assure that all Respondents are in receipt of the same information and to allow MHACY sufficient time to post questions and answers in an Addendum to this RFP. MHACY reserves the right to use its discretion in issuing Addenda for questions and answers; only those questions and answers which might materially affect a vendor's response will result in an Addendum. It is the responsibility of each Respondent to check MHACY's website: [www.mhacy.org](http://www.mhacy.org) under the "About" section for a copy of all Addenda issued for this RFP.

**NOTE: Any solicitation or lobbying directed to any Authority staff or the Board of Commissioners is prohibited and is grounds for disqualification of Respondent's proposal.**

## **1.4. PROPOSAL DEADLINE AND DELIVERY**

All Respondents must upload a response online on our e-procurement site or deliver in a sealed package one (1) original, and two (2) copies of their response to the following location no later than **3:00 PM on June 19, 2020.** Deliver to:

The Municipal Housing Authority for the City of Yonkers  
Attention: Lakisha Collins-Bellamy, Esq.  
1511 Central Park Avenue  
Yonkers, NY 10710

To assure proper receipt and handling of responses, the outside of the package must be clearly marked with Respondent's Name and Address, and the words: ***RFP 03 -2020 Bid for Tree Services***

You must acknowledge any and all addenda issued and related to this solicitation with your submission by executing the attached Acknowledgement of Addenda.

**Bid Modification.** A bid may be modified by a bidder prior to the deadline for submission of bids by delivery of a written modification to the above address. The sealed envelope shall be marked "**Modification to Proposal for Tree Services**" and list the name and address of the bidder.

**Bid Withdrawal.** A bid may be withdrawn prior to the deadline for submission of bids by delivering written notification to Wilson Kimball, President, CEO, Attention: Lakisha Collins-Bellamy, Esq.

## **1.5. PROPOSAL FORMAT**

The following documents must be completed and returned by all Respondents:

**Executive Summary.** Submit a letter on your company letterhead, signed by an authorized agent for the company. The letter should summarize your proposal response and incorporate, the Attachments required by this RFP and all other documents required in Section 1.5 of the RFP.

**Client References.**

Include three (3) references for which you have provided a similar scope of work.

Include a contact name, address, and phone number for each reference and provide a description and value of the work performed.

**Organizational Chart.** Provide an organizational chart, highlighting credentials, and qualifications, and roles of key staff and subcontractors who will be involved in the work.

**Technical Proposal.** The proposal shall provide information necessary for MHACY to evaluate the qualifications, experience, and expertise of the proposing firm to provide tree removal services. Contractors should submit a detailed response to RFP Section 2, Scope of Services. Subcontractor substitution after the contract will not be permitted without prior written approval of MHACY.

**Fee Proposal.** Submit a complete Fee Proposal/Price Sheet indicating any and all costs associated with providing the services. Any and all costs not specifically provided for in the proposal response will be borne by each Contractor.

**Qualifications Statement.** Complete the Qualifications Statement (Attachment A, Parts 1 and 2) and provide all information requested therein. Resumes shall include each person's professional licenses and certifications. Provide attachments wherever more space is needed to respond to the question.

**Acknowledgement of Addenda** (*Attachment B, if applicable*)

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

Attachments A-B (listed above)

## **1.6. RIGHT TO VERIFY INFORMATION**

MHACY reserves the right to verify any and all information provided in the Proposal. If there is evidence of misleading or false information, MHACY may, in its discretion, reject the Respondent's submittal.

## **1.7. EVALUATION OF PROPOSALS**

MHACY will assign an agent to review each proposal to determine if the proposal substantially

complies with the requirements and procedures contained in this RFP. Respondents that are not in substantial compliance will not be considered further.

A selection committee will be convened to review responsive proposals.

#### **1.8. EVALUATION CRITERIA Bids will be evaluated upon the following criteria:**

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
1. Respondent's compliance with all specifications and/or other requirements contained in this RFP.	5
2. Relevant experience and qualifications.	50
3. Reasonableness of contract price.	50
4. Factors noted in Section 2 of the RFP and ability to deliver the services in accordance with the needs of the MHACY	20
<b>Total Points</b>	<b>125</b>

During proposal evaluation, MHACY reserves the right to call for supplementary information from Respondents and to meet with all or any one of them to clarify points of uncertainty or ambiguity. Respondents agree to cooperate fully and promptly in providing such supplementary information or meeting requirements.

Proposals will be evaluated and ranked according to points received. MHACY, in its sole discretion, may invite selected Respondents for an interview. Respondents should be prepared to discuss the proposed scope of work, including availability of equipment and staffing, accounting and payment procedures, schedules, qualification of subcontractors proposed for portions of the work, and such other items as are directly related to the proposal.

MHACY also reserves the right to obtain clarification of any point in an Respondent's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of an Respondent to respond to such a request for additional information or clarification could result in rejection of the Respondent's proposal.

All selected Respondents will be invited to negotiate all aspects of the fee proposal to arrive at a firm and reasonable cost as determined by MHACY.

#### **1.9. INTERVIEWS**

A selection panel may interview the highest scoring Respondents (typically the highest 3 unless it is in MHACY's best interest to interview more). Initial scores may be adjusted based upon the outcome of the interviews. MHACY reserves the right to make the award based solely upon written proposals; therefore, Respondents are urged to provide a complete response with their best and final offer.

Negotiations shall then be conducted with each of the Respondents so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Respondent so selected, MHACY shall select the Respondent(s) which, in its opinion, have

presented the best proposals, and shall award the contracts to those firms.

MHACY intends to permit multiple awards as a result of this RFP. Should MHACY determine in its sole discretion that only one (1) Respondent is fully qualified, or that one (1) Respondent is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Respondent.

#### **1.10. AWARD**

An award will be made to the Respondent(s) whose proposal is/are deemed most advantageous to MHACY. MHACY reserves the right to make award to one or more Respondents whichever is deemed to be most advantageous to MHACY.

Once the selections have been made as to which Respondents will be awarded the contracts, the MHACY will a post Notice of Awards on the MHACY's website

The award documentation will subsequently be followed by contracts incorporating by reference all the requirements, terms and conditions of the solicitation and the Respondent's proposal as negotiated. MHACY reserves the right to administer the Contract in whatever way is most advantageous taking into consideration cost effectiveness, efficiency, and practicality. MHACY further reserves the right to make a "no award" on all or any part of this Request for Proposal and to negotiate the extent of services provided (upward or downward) in any Service Area.

#### **1.11. Intentionally Omitted.**

#### **1.12. CONDITIONS OF CONTRACT**

This Request for Proposal, including all attachments, together with the Contractor's proposal response will form the entire agreement between the Contractor and MHACY. Any and all exceptions to the Sample Contract attached to this RFP should be noted in the Respondent's response to this RFP.

In the event additional services are required that have not been awarded, but are within the scope of the services described in this RFP, MHACY will have the sole and exclusive right to allocate the service to a firm under contract or seek the services on the open market, whichever is deemed to be in its best interest.

The person signing the proposal on behalf of the Respondent must be authorized to commit the Respondent in contractual matters and to conduct negotiations or on behalf of the Respondent.

## **SECTION 2 SCOPE OF SERVICES**

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The MHACY is seeking to contract for tree services for various properties it manages on an as-needed basis. The needs of the MHACY shall primarily be scheduled work. The contractor shall provide all supervision, labor, equipment, tools, supplies, fuel, and any other incidentals necessary to perform the work in full and to the satisfaction of MHACY.

### **2.0 WORK, EQUIPMENT & PRICING**

Respondent is expected to furnish the necessary prescribed vehicles and the appropriate means for transporting all required equipment, personnel, materials and execution procedures to all identified locations.

#### **2.1. PROPOSAL PRICE SHEET:**

Respondent shall provide a price sheet with their proposal, as indicated in Section 1.5 of this RFP. The price sheet shall be in the Respondent's preferred format and shall clearly outline rates per unit of active time for equipment with operator and with ancillary materials (ex: fuel) and expenses

(mobilization, insurance). If there may be a need for labor costs separate from equipment operation, Respondent shall itemize these rates. The Price Sheet must be signed. (See Section 4 of this RFP).

MHACY will include, in its evaluation for contract and project awards, the Contractor's description of the available equipment provided in the proposal to perform large and small tree removal, stump removal, disposal, tree pruning, tree trimming, tree felling, brush removal, chipping, mulching, stump grinding, and local on- site and remote off-site (generally not to exceed 15 miles outside City limits of Yonkers, NY) and hauling. Respondent's price sheet shall be clear, concise and as detailed as possible. .

Local haul shall include loading/unloading, transporting and stockpiling all materials on trailer or dump truck. Fees associated with disposal, if applicable, will be paid as an addition to the actual cost. Travel shall be the most direct route and shall begin when the crew leaves the work site and end when the crew arrives back at work site.

## **2.2. EQUIPMENT LIST:**

Respondent shall provide a full equipment list with appropriate cost for each task required above with their proposal.

Equipment list shall include details of the equipment, quantities of each piece of equipment, and the general work the equipment is used for.

## **2.3. WORK HOURS:**

Respondent shall clearly indicate days and times of work ("normal work hours") for all scheduled work.

If additional costs are to be incurred for days/times outside of the normal work hours, this shall be clearly indicated on the Respondent's price sheet. Scheduled work shall have a response time mutually acceptable to the MHACY and the Contractor. Submission of proposal indicates that reasonable response time will be met, however the Respondent is welcome to offer a shorter response time at their discretion.

The Contractor is expected to work with MHACY's Contract Administrator to provide a written schedule/timeline, identifying the amount of time required to complete the work and the anticipated start date.

## **2.4 EMERGENCY WORK:**

MHACY anticipates the majority of the work performed under this contract will be of a non-emergency or scheduled nature. However the Respondent's price sheet shall reflect costs for both emergency and scheduled work.

Emergency work shall require immediate response, with mobilization and commencement of work within twenty-four (24) hours' notice. All emergency work shall be designated as such by MHACY's Contract Administrator.

## **2.5 PERSONNEL**

The Contractor shall be responsible for having sufficient and adequately qualified personnel and equipment available throughout the contract period to perform the services. The Contractor shall be responsible for the conduct of all Contractor's and Subcontractor's personnel while at the work site.

The Contractor's and Subcontractor's personnel shall at all times communicate with MHACY, the public, landowners and citizens in a courteous and respectful manner. The Contractor's and Subcontractor's personnel shall refer all questions concerning work planned, performed or promised to MHACY's Contract Administrator. All personnel working on the job shall also wear clothing which clearly identifies them as employees of the Contractor or Subcontractor.

## **2.6 SUBCONTRACTORS**

In the event that the Respondent desires to subcontract some part of the work specified in this solicitation, the Respondent must furnish MHACY's with the names, qualifications, and experience of the proposed material/key subcontractors and the percentage of the work under any resultant contract

to be performed by each with the proposal. All subcontractors must be approved by MHACY in advance of providing service.

## **2.7 SAFETY STANDARDS**

Respondent shall comply with all federal, state and local laws, regulations, permitting and safety standards.

## **2.8 CONTACT PERSON**

The Contractor shall assign an individual as the Project Manager whose name and cell phone number shall be required prior to commencement of any work activities. The Contractor's Project Manager shall be responsible for assigning and coordinating work, providing status reports of all outstanding work, and handling general contract performance issues.

The Contractor's Project Manager and at least one (1) crew member on each crew shall be capable of communicating (both verbally and in writing) and comprehending the English language. Contractor's Project Manager and the designated crew member shall be capable of communicating instructions to the other crew members.

Whenever there are changes to the Contractor's Project Manager, the Contractor shall submit a new name and cell phone number to the MHACY's Contract Administrator within twenty-four (24) hours. MHACY reserves the right to request a new Contractor's Project Manager be assigned to the project(s) at any time.

MHACY reserves the right to request a change in the Contractor representative responsible for performing work if at MHACY's discretion, the assigned representative is not adequately meeting the needs of MHACY.

## **SECTION 3 QUALIFICATION STATEMENT**

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**See Attachment A, Parts 1 and 2, which must be completed and included in your bid package.**

## **SECTION 4 PRICE SHEET**

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Respondents are required to provide a complete fee schedule inclusive of all potential costs associated with delivering the full range of services required on its Price Sheet. The Respondent shall provide a description of the equipment and process and methods that will be employed to provide the services described in the Scope of Work Section of this RFP.

Any and all costs not specifically provided for in the proposal response will be borne by the Contractor. **FEES TO REMAIN FIRM.** Fees must remain firm for the duration of the Contract. Any and all costs not specifically stipulated will be borne by the Contractor.



**ALL PRICE SHEETS MUST BE SIGNED AND CONTAIN THE FOLLOWING LANGUAGE:**

The Undersigned agrees to hold its offer open for 90 days from the date of RFP opening.

Signed by: \_\_\_\_\_ Print Name \_\_\_\_\_

Name of Company or Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

**SECTION 5 GENERAL TERMS AND CONDITIONS**

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1. **CONTRACT AGREEMENT:** This Request for Proposal, the Contractor's response to it and the Contract will constitute the entire agreement between the Contractor and MHACY unless mutually amended in writing. The Sample Contractual Agreement attached hereto will be used as the basis for negotiation between the Contractor and MHACY, therefore, any and all exceptions to the contract should be noted by each Respondent as part of his/her proposal response.
2. **SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal is considered a binding offer by the Respondent which shall remain firm for a period of 90 days from the date of response opening. In the event of withdrawal after response opening, MHACY may take such action as it deems appropriate including legal action for damages or specific performance.
3. **PAYMENT TERMS:** All payments under the contract shall be pursuant to the detailed schedule of tasks and associated fees agreed to by the parties.
4. **CHANGES:** MHACY shall have the right, at any time, to increase or decrease the scope of work contained in this RFP to meet increased or decreased needs.
5. **AVAILABILITY OF FUNDS:** In the event that funds necessary to finance the contract become unavailable, MHACY may cancel the contract by giving seven (7) days' notice in writing and the contract will thereafter be null and void. MHACY shall be the final authority to determine whether funds are not available.
6. **NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and Authority requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability. If the Contractor is found not to be in compliance with these

requirements during the term of the Contract, the Contractor shall take appropriate steps to correct the deficiencies.

7. **GOVERNING LAWS:** The contract is made under and shall be governed and construed in accordance with the laws of the State of New York.

**ADVERTISING:** In submitting a proposal to MHACY, the Respondent agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of MHACY.

8. **CONFIDENTIALITY OF PROPOSALS:** In submitting a proposal the Respondent agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of MHACY until after the award of the Contract. Respondents not in compliance with the provision may, at the option of MHACY, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
9. **RETENTION OF RECORDS:** The Contractor shall provide MHACY access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of conducting an audit or investigation into the work performed and/or charges made. The Contractor shall maintain detailed records that indicate the date, time and nature of the services rendered. The Contractor shall retain all required records for a period of three (3) years from the date they were generated. MHACY shall have the right to audit billings both before and after payment. Payment under the Contract shall not foreclose MHACY's right to recover excessive or illegal payments.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Respondents in preparing or submitting proposals are the Respondents' sole responsibility. MHACY will not reimburse any Respondent for any costs incurred prior to award of the Contract.
11. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondents shall become the property of MHACY when received.
12. **COLLUSIVE BIDDING:** The Respondent's signature on the price proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude MHACY from obtaining the lowest possible competitive price.
13. **GENERAL INDEMNITY:** The Respondent shall save and hold harmless, pay on behalf of, protect, defend, and indemnify MHACY for the entire responsibility and liability for losses, expenses, demands, actions and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of MHACY or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this RFP, by the Respondent or their employees, including losses, expenses or damages sustained by MHACY officials from any and all such losses, expenses, damages, demands and claims. The Respondent further agrees to defend any suit or action brought against MHACY, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or

type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Respondent.

14. **CONFLICT OF INTEREST:** All Respondents must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of MHACY. All Respondents must also disclose in writing with their proposal the name of any employee of MHACY who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or subsidiaries. By submitting a proposal, the Respondent certifies that there is no relationship between the Respondent and any person or entity which is or gives the appearance of a conflict of interest related to this RFP and warrants that the Respondent has no interest and shall not acquire any interest, direct or indirect, that does or would conflict in any manner or degree with the performance of services required under the Contract. The Respondent shall further warrants that the Contractor will not violate the provisions of City of Yonkers or State laws by entering into the Contract.
15. **ERRORS AND OMISSIONS:** The Respondent shall not take advantage of any errors or omissions in this RFP. The Respondent shall promptly notify MHACY of any omissions or errors found in this document.
16. **INDEPENDENT INVESTIGATIONS:** MHACY reserves the right to make independent investigations as to the qualifications of the Respondent. Such investigations may include contacting existing customers. MHACY reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action will be in the best interest of MHACY.
17. **REFERENCE TO OTHER DATA:** Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.
18. **NOTIFICATION OF AWARD:** After all prerequisites and specifications have been met by the Respondent and the award has been made, the successful Respondent will be notified within ten (10) working days of this award. MHACY will notify the successful Respondent in writing, either by a Letter of Award or a Purchase Order or both. **VERBAL NOTIFICATION OF THE AWARD OF THE CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.**
19. **TERMINATION FOR CAUSE:** MHACY reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract shall constitute sufficient grounds to terminate the Contract for cause. Should MHACY elect to terminate the Contract for cause, MHACY will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by MHACY.
20. **TERMINATION WITHOUT CAUSE:** MHACY may terminate the Contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

21. **DRUG POLICY:** The Respondent certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Respondent further agrees their employees shall comply with MHACY's Drug-Free Workplace Policy.
22. **AUTHORIZED PERSONNEL:** While engaged in the performance of the services described herein, only authorized employees of the Contractor are allowed at MHACY locations where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Contractor.
23. **EMPLOYEE GUIDELINES:** The Contractor shall use only qualified personnel to provide the required services.
24. **INSURANCE COVERAGE:** During the term of the contract the Contractor shall maintain in full force and effect Worker's Compensation Employers' Liability Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability insurance with such terms and limits as may be reasonably associated with the Contract. MHACY will require proof of such insurance prior to Contract execution and during the term of the Contract. The insurance policies shall be endorsed to provide the Municipal Housing Authority for the City of Yonkers, its Officers, Commissioners, Agents and Employees as Additional Insured.
25. **CONTINUANCE OF WORK:** In the event Contract term expires and Contractor has not completed assignments that are underway, MHACY may, at its discretion, allow Contractor to complete those assignments if the following conditions are met:
  - a. Contractor requests to complete the assignments that are underway.
  - b. The prices in Contract remain in effect until all work is completed.
  - c. All other contractual obligations and conditions remain the same, including insurance requirements.

This provision does not apply to any continuance of work which would extend the Contract term (inclusive of any extensions by MHACY) beyond five years from the date of Contract award.

26. **STATUS OF CONTRACTOR.** The Contractor is an independent contractor performing services for the MHACY and is not an employee of the State of New York ("State"). The Contractor shall not accrue leave, retirement, insurance, bonding, use of MHACY vehicles or any other benefits afforded to employees of the MHACY by virtue of the Contract.
27. **ASSIGNMENT.** The Contractor shall not assign or transfer any interest in the Contract or assign any claims for money due or to become due under the Contract without the prior written approval of the MHACY. An approved assignment or transfer shall include a provision that binds the assignee or transferee to all terms and conditions of the Contract.
28. **SUBCONTRACTING.** The Contractor shall not subcontract any portion of the services to be performed under the Contract without the prior written approval of the MHACY.

29. **RELEASE.** The Contractor shall, upon final payment of the amount due under the Contract, release the MHACY and, its employees from all liabilities, claims and obligations arising from or under the Contract.
30. **AUTHORITY.** The Contractor agrees not to purport to bind the MHACY to any obligation not assumed in the Contract by the MHACY, unless the Contractor has express written authority from the MHACY to do so, and then only within the strict limits of that authority.
31. **AMENDMENT.** The Contract shall not be altered, changed or amended except by an instrument in writing executed by the parties.
32. **MERGER.** The Contract shall incorporate all of the agreements, covenants and understandings between the parties concerning the subject matter. No prior agreement or understanding, verbal or otherwise, of the parties shall be valid or enforceable unless embodied in the Contract.
33. **NOTICE.** The MHACY Procurement Policy imposes civil and criminal penalties for its violation. In addition, the New York criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.
34. **Minimum Wage Rate Determination.** Purposefully omitted.

## **Attachment A (Part 1)**

### **The Municipal Housing Authority for the City of Yonkers Respondent's Qualification Statement Tree Services – Multiple Properties**

#### Instructions

This questionnaire will be used in assessing a Respondent's Qualification and will be used to determine if bid submitted is from a responsible bidder. MHACY procurement policy requires that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc., will be used in evaluating bids.

This questionnaire must be completed by an officer who is knowledgeable about the past and present operation of the applicant. A response should be provided to each question. If a particular question does not apply, the response should state "NA" (not applicable). The completed questionnaire must be returned to the address below.

**Wilson Kimball, President, CEO  
The Municipal Housing Authority for the City of Yonkers  
1511 Central Park Avenue  
Yonkers, NY 10710**

Please answer all questions truthfully, fully and accurately. The company may expand on the answers given or the information submitted by attaching additional pages. Use 8 ½" x 11" paper, marking each page with the firm's name and Tax ID # (also known as the Employer Identification Number – EIN). Individual contractors that do not have a Tax ID# should enter its Social Security Number. **In the event of changes in ownership, address, circumstances, conditions of status of the firm that would require amending the answers to this questionnaire, the firm should notify the above in writing of such changes within one month after the change has occurred.**

## General Identification

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Street Address \_\_\_\_\_

Suite # \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Home Phone ( ) \_\_\_\_\_

Fax Number ( ) \_\_\_\_\_

E-mail \_\_\_\_\_

Address \_\_\_\_\_

Tax ID # or Social Security # \_\_\_\_\_

1. Has the Company had a change of address in the past five years?

( ) Yes

( ) No

2. Has the Company operated under any other name(s) in the past five years?

( ) Yes

( ) No

3. Does the Company have offices, plants or warehouses at other addresses?

( ) Yes

( ) No

If "yes" to questions 1-3, please provide details below:

Name	Address	From (mo/yr)	To (mo/yr)

## Business Organization and History

1. Date the Company was formed \_\_\_\_/\_\_\_\_/\_\_\_\_

2. Corporate Structure

a. State in which incorporated: \_\_\_\_\_

b. Number of shares authorized to the corporation: \_\_\_\_\_

Number of shares issued to individuals or entities: \_\_\_\_\_

c. Registered Agent (Lawyer/Incorporator) and date of Incorporation if different than date the Company was formed: \_\_\_\_\_

3. Was the Company purchased as an existing business by its present owners(s)?

( ) Yes ( ) No

Date purchased \_\_\_\_/\_\_\_\_/\_\_\_\_

Previous Owner(s) Name(s): \_\_\_\_\_

4. Does the Company own, rent or lease any of its facilities?

( ) Own      ( ) Lease/Rent

If leased or rented, provide Owner's Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

5. Does the company share office space, staff, or equipment (including telephone exchanges) with any other business organization?

( ) Yes, list below      ( ) No

Tax #	Firm Name	Address/Nature of Shared Facilities

6. Identify all Key People – Complete all required information on all present and past key people for the past five years. Key people include:

- Principals, directors, officers
- Shareholders of 5% or more of the Company issued stock
- Any manager or individual who participates in overall policy-making or financial decisions for the company.
- Any person in a position to control and direct the firm's overall operations.
- Signatories to bank accounts and any debt instruments, whether or not otherwise considered key people.

"Shareholders" are owners of stock or other securities that can be converted to stock that, if exercised, would constitute 5% of the company issued stock. Other securities include stock options, secured or unsecured bonds, warrants and rights.

Be sure to include all those who fit the definition of key people for the past five years whether or not they are currently with the company. Copy the table if more space is required.

\* Provide current proper legal name and specify any name change, including maiden or married names or aliases. Each current key person of the company must file a **notarized** certification on the form attached as Exhibit A.



KEY PEOPLE TABLE – Complete all blank areas

	Person #1	Person #2	Person #3
* Name			
Home Address			
Date of Birth			
SS #			
Title			
From (date)			
To (date)			
% of Ownership			
# of Shares Owned			
How Shares Were Acquired			

7. Number of employees (not including key people): \_\_\_\_\_

8. At present or during the past five years:

9.

At present or during the past five years:	Yes/No
Has the company been a subsidiary of any other firm?	( ) Yes ( ) No
Has the company consisted of a partnership in which one or more partners are from other firms?	( ) Yes ( ) No
Has any other person or firm owned 5% or more of the company?	( ) Yes ( ) No
Has the company joint ventured with any other firms?	( ) Yes ( ) No

If “yes” to any of the above questions, list the other firms below and indicate the percent of stock, if any, owned in the company.

	Firm # 1	Firm # 2
Tax ID #		

Firm Name		
Address		
Relationship to the company (co-owner, partner, etc.)		
% of the company owned		
From (date)		
To (date)		
Representative name/title		

10. At present or during the past five years:

At present or during the past five years:	Yes/No
Has the company had any subsidiaries?	( ) Yes ( ) No
Has the company owned 5% or more of any other firm?	( ) Yes ( ) No

If "yes" to any of the above questions, list the other firms below and indicate the percent of stock, if any, owned in the company.

Tax ID #	Firm Name	Address	% Owned By the Company	Dates of Ownership From/To

11. At present or during the past five years have any of the key people of the company served as a key person (see definition on page 3) or owned 5% or more of any other firm (including firms that are inactive or have been dissolved?

( ) Yes ( ) No

If yes, list below:

Firm Name	Address	Tax ID #	Key Person
Position Held	% Owned	Remainder Owned By	Dates Owned To/From


**All firms listed in questions 8-10 will be referred to in the following questions as “Affiliate Firms”**

12. Are any key people associated with MHACY:

Are any key people associated with MHACY:	Yes/No
Past or present employees of MHACY?	( ) Yes ( ) No
Related by kinship or marriage to any present or past employee of the MHACY	( ) Yes ( ) No

If yes to either question, provide names of such individuals(s) and indicate relationship to the current/former MHACY employee:

Name of Individual	Relationship

## Financial Information

13. At present or in the past five years:

- a. Has the company been indebted to an individual or entity other than a commercial lending institution in the cumulative amount of \$50,000 or more?

( ) Yes ( ) No

- b. Have any of the company’s key people been indebted to an individual or entity other than a commercial lending institution in the cumulative amount of \$50,000 or more, for the benefit of the company?

( ) Yes ( ) No

- c. Has the company pledge any of its stock to guarantee any of the above obligations?

( ) Yes ( ) No ( ) N/A

- d. Has any individual or the company been a guarantor, so-maker or co-signer of any of these obligations on behalf of the company?

( ) Yes ( ) No ( ) N/A

If yes to any portion of question 11, provide details below:

Name of Creditor	Name of Borrower	Amount of Loan & Balance Remaining	Terms of Pledge or Loan	Name of Guarantor,

- e. Have monies generated by the company in the cumulative amount of \$50,000 or more been loaned to another firm or individual by the company or its key people? If yes, please provide details below:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

- f. Has the company or any of its affiliates or key people paid commissions or finders fees to obtain contracts or work to anyone other than its own key people?

( ) Yes ( ) No

If yes, please explain: \_\_\_\_\_

14. Has the company, or its affiliates or key people paid commissions or finders fees to obtain contracts or work to anyone other than its own key people paid commissions or finders fees to obtain contracts or work to anyone other than its own key people?

( ) Yes ( ) No

If yes, please provide details below:

Caption	Date	Docket #	Court	County

15. During the past five years, has the company ever:

Been the subject of a lien, judgment or litigated claim of \$25,000 or more by a subcontractor, supplier or other creditor?	( ) Yes ( ) No
Failed to complete a contract for a commercial or private owner or government agency?	( ) Yes ( ) No

Had, or does it currently have, any delinquent local, city, state or federal taxes outstanding?  <b>If yes, please explain and submit documentation of any repayment plans.</b>	( ) Yes ( ) No
---	----------------

If yes to any of the above questions, supply details below

Agency/Owner	Contract #	Description of Circumstances and Current Status	Date of Events	Name/Phone Number of Contact Person

## Experience/Performance

16. On the following table summarize the services provided by the company for the last three years:

Fiscal Year End	Services Provided	Total Income
Prior Year		
Prior Year 2		
Prior Year 3		

17. Has the company or any of its officer, owners or managers had any business-related licenses, certificates or certifications revoked in the past 5 years?

( ) Yes ( ) No

If yes, please explain

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## Compliance Information

18. In the past five years has the company or any of its affiliate firms been the subject of any of the following actions by any government agency:

(Government agencies include city, state, federal public agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.)

Been suspended, debarred, disqualified, had it's prequalification revoked or otherwise been declared ineligible to bid or to perform work?	( ) Yes ( ) No
--	----------------

Been barred from bidding or denied a contract as a result of refusal key people to testify before a grand jury or administrative board?	( ) Yes ( ) No
Been denied a contract despite being the low bidder for any other reason?	( ) Yes ( ) No
Been defaulted on a contract?	( ) Yes ( ) No
Had a contract terminated, for either "cause" or "convenience"	( ) Yes ( ) No
Been given a final unsatisfactory performance determination or deemed a poor performer (by letter or formal proceedings)?	( ) Yes ( ) No
Been prevented, or barred from bidding for any other reason?	( ) Yes ( ) No
Been denied a contract for failure to obtain surety or otherwise provide required security?	( ) Yes ( ) No
Had liquidated damages assessed against it upon completion of a contract or failure to complete a contract	( ) Yes ( ) No

Matters under appeal must be disclosed. If yes to any portion or question 19, please supply details below:

Agency	Contract #	Date of Action	Describe Action	Name/Phone # of Agency or Owner Contact Person

19. In the past five years, has the company or any current or past key people or affiliate firms been a plaintiff or defendant in any lawsuits arising out of the company's operations?

( ) Yes ( ) No

If yes to question 20, supply details below and submit documentation if applicable. Indicate in P/D column whether the company's key people or key firms were plaintiffs (P) or defendants (D).

Caption or Action	P/D	Index/Docket No.	Date	Status

20. In the past ten years has the company or any of its current or past key people or affiliate firms:

- a. Been under investigation involving any alleged violation of criminal law relating to business activities:

( ) Yes ( ) No

An INVESTIGATION includes an appearance before a grand jury by representatives of a business entity, any oral or written inquiry or review of the entity's documents by a public agency, temporary commission or other investigative body including, but not limited to; subpoenas and/or search warrants, or questioning of employees concerning the general operation of a specific project or activities of such business entity.

Had records in its or his/her control, custody or ownership subpoenaed by any law enforcement agency?	( ) Yes ( ) No
Been questioned by any officer or agent of a law enforcement agency regarding any practices or conduct relating to the providing of construction related services?	( ) Yes ( ) No
Been advised of being the target or subject of an investigation involving any violation of criminal law?	( ) Yes ( ) No
Been notified of being the subject of court ordered electronic surveillance?	( ) Yes ( ) No
Been arrested or indicted or otherwise named as an unindicted co-conspirator in any indictment or other accusatory instrument?	( ) Yes ( ) No
Been convicted, after trial or by plea, of any felony under state or federal law?	( ) Yes ( ) No
Been convicted of any misdemeanor involving business-related crimes?	( ) Yes ( ) No
Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or a violation of the antitrust law?	( ) Yes ( ) No
Entered into a consent decree?	( ) Yes ( ) No
Been granted immunity from prosecution for any business-related conduct constituting a crime under state or federal law?	( ) Yes ( ) No
Taken the Fifth Amendment in testimony regarding a business-related crime?	( ) Yes ( ) No

If yes to any portion of question 21, supply details below and submit documentation.

Agency or Court	Nature of Charges	Key Person Named	Date of Charges

21. In the past ten years has the company or any of its current or past key people or affiliate firms engaged in any of the following practices:

Filed with a government agency or submitted to a government employee a written instrument which the company or any of its key people or affiliate firms knew contained a false statement or false information?	( ) Yes ( ) No
Falsified business records?	( ) Yes ( ) No
Given, or offered to give money, gifts or anything of value or any other benefit to a labor official or public servant with intent to influence that labor official or public servant with respect to any of his or her official acts, duties or decision as a labor official or public servant?	( ) Yes ( ) No
Given or offered to give money, gifts or anything of value or any other benefit to a labor official or public servant for any reason?	( ) Yes ( ) No
Given or offered to give money or other benefit to an official or employee of a private business with intent to induce that official or employee to engage in unethical or illegal business practices?	( ) Yes ( ) No
Agreed with another to bid below prevailing market rate?	( ) Yes ( ) No
Agreed with another to submit identical or complementary bids or otherwise not to bid competitively or agree to withdraw or abstain from bidding?	( ) Yes ( ) No
Agreed with another not to submit competitive bids in another's territory established either by geography or customers?	( ) Yes ( ) No
Agreed with another to take turns in obtaining contracts by pre-determining which firm shall submit the lowest bid?	( ) Yes ( ) No

This document was prepared by:

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_

Date



**ATTACHMENT A**

(Part 2)

RESPONDENT'S CERTIFICATION

This certification must be completed by each current key person of the company identified in response to question 6 in Respondent's Qualification Statement and by a representative of each firm that is currently an owner or affiliate of the company identified in response to questions 8-10 in Respondent's Qualification Statement. Certification must be notarized when signed.

I \_\_\_\_\_ being duly sworn, state that I am \_\_\_\_\_

(name)

(title)

of the company, and that I have read and understood the questions contained in the attached representations and warranties statement and its appendices.

I certify that to the best of my knowledge the information given in response to each question and the appendices is full, complete and truthful as of this date hereof and as of the date of closing.

I acknowledge that the MHACY or its designee may, by means it deems appropriate, determine the accuracy and truth of the statements made in the application.

I recognize that all the information submitted is for the express purpose of inducing the MHACY or its designee to enter contract or do business with company or its affiliates.

I agree and warrant that truthfully answering the questions in connection with these representations and warranties is an event entirely within my control.

I authorize the MHACY or its designee to contact any entity named in the attached representations and warranties for purposes of verifying the information supplied by the company.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public



**Municipal Housing Authority for the City of Yonkers**  
**Special Conditions for Non-Construction Contracts**  
**[Greater than \$100,000, *without* maintenance]**

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## **1. Contract**

- (a) The Municipal Housing Authority for the City of Yonkers (“MHACY”) that first appears in the documents listed below, governs:
- (i) the main contract document incorporating these special conditions;
  - (ii) these special conditions;
  - (iii) any HA *Request for Proposals*, with amendments (“RFP”); then
  - (iv) Contractor’s proposal response to the RFP.

## **2. Definitions**

- (a) Terms not defined in these special conditions are found in the main contract document incorporating these special conditions.
- (b) “Contractor” includes contractor’s officers, employees, agents, and subcontractors.

## **Term and Termination**

## **3. Contract Term**

- (a) Contractor shall begin performance on the date of this contract.
- (b) HA may extend the term of this contract at its sole discretion if Contractor’s service is essential to a project’s completion.
- (c) Compensation

## **4. Performance Standard**

Contractor shall make its best effort to provide its service using the highest professional skill and competence.

- 5. Establishment and Maintenance of Records** Contractor shall establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid to Contractor.

## **6. Status Reports**

Contractor shall furnish MHACY with such information and reports concerning the progress and management of this contract as MHACY may require from time to time.

## **8 Insurance**

Contractor shall maintain insurance applicable for any one occurrence, and \$1,000,000 for all property damage sustained as a result of any one occurrence, or a limit of not less than \$3,000,000 Combined Single Limit (CSL).

- (ii) *Fidelity/Crime Insurance*. Limits of not less than \$1,000,000 per occurrence, which covers claims incurred as a result of Contractor’s employees’ dishonesty, burglary, theft, fraud, or destruction of property.
- (iii) *Automobile Liability Insurance*. Limits not less than \$1,000,000 for all damages for any bodily injury sustained by each person as a result of any occurrence, and \$1,000,000 for damage because of bodily injury sustained by two or more persons as the result of any occurrence, and \$100,000 for property damage sustained as the result of any one occurrence, or a limit of not less than \$1,250,000 Combined Single Limit (CSL).

## **8. Worker’s Compensation Insurance**

Contractor shall maintain Worker’s Compensation Insurance for its employees in accordance with New York law or in accordance with the statutes of Contractor’s home state.

---

## **9. Insurance Conditions**

- (a) Contractor shall purchase insurance coverage from an insurance company licensed to conduct business in New York or a company approved by the Authority.
- (b) Contractor shall ensure all required insurance policies provide occurrence-based coverage.
- (c) MHACY may review the insurance requirements and coverages from time to time. Contractor agrees to comply with MHACY's reasonable new or modified insurance requirements.
- (d) Contractor shall pay all insurance deductibles, if any, or indemnify MHACY from paying Contractor's insurance deductibles, or both.
- (e) Contractor agrees that the amount of insurance required does not, in any way, limit the liability of Contractor by virtue of its obligation to indemnify MHACY, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required, if any, are the sole responsibility of Contractor to pay, to indemnify MHACY from paying, or both.
- (f) Contractor shall ensure that following phrase is placed by its insurer in the ACORD Certificate of Insurance form's comments section: "The Municipal Housing Authority for the City of Yonkers is named as an Additional Insured."
- (g) Contractor shall furnish MHACY all insurance renewal certificates at least thirty (30) days prior to policy expiration.
- (h) Contractor shall maintain insurance coverage in full force for the duration of this contract, including extensions or renewals. Contractor's cancellation or termination of insurance policies required by this contract without immediate replacement is a default. HA may cure such a default by procuring insurance on behalf of Contractor, at Contractor's expense.
- (i) Contractor shall ensure that Contractor's insurer will provide HA 30-days' notice before cancellation or decrease in coverage, of any insurance policy required.

## **10. MHACY Indemnification**

- (a) In this section, the following definitions apply:
  - "Litigation Expense" means any reasonable out of pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.
  - "Losses" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest and any Litigation Expenses.
  - "Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.
- (b) Contractor shall indemnify the MHACY against all Losses arising out of a Proceeding against the MHACY by a non-party to this contract ("Claim"), except to the extent that MHACY negligently or intentionally caused those Losses.
- (c) MHACY must promptly notify Contractor of that Claim and deliver to Contractor a copy of all legal pleadings with respect to the Claim.
- (d) To assume the defense of a Claim, Contractor must notify MHACY that it is doing so. Promptly thereafter, Contractor shall retain to represent it in the Claim, independent legal counsel that is reasonably acceptable to MHACY.
- (e) HA is entitled to participate in the defense of a Claim. MHACY may defend a Claim with counsel of its own choosing and without Contractor participating if (1) Contractor notifies HA that it does not wish to defend the Claim, (2) by midnight at the end of the tenth business day after HA notifies Contractor of the Claim Contractor fails to notify HA that it wishes to defend the Claim, or (3) representation of Contractor and MHACY by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

- 
- (f) Contractor shall pay any Litigation Expenses that HA incurs in connection with defense of the Claim before Contractor assumes the defense of that Claim, except with respect to any period during which MHACY fails to timely notify Contractor of that Claim. Contractor will not be liable for any Litigation Expenses that MHACY incurs in connection with defense of a Claim after Contractor assumes the defense of that Claim, other than Litigation Expenses that HA incurs in employing counsel in accordance with subsection (d), which Litigation Expenses Contractor shall pay promptly as they are incurred.
  - (g) After Contractor assumes the defense of a Claim, Contractor may contest, pay, settle, or compromise the Claim at its discretion, except that it may not compromise or settle the Claim without the consent of MHACY unless that compromise or settlement (1) does not entail any admission on the part of MHACY that it violated any law or infringed the rights of any Person, (2) has no effect on any other claim that may be brought against HA, (3) provides as the claimant's sole relief monetary damages that are paid in full by Contractor, and (4) requires that the claimant release MHACY from all liability in respect of the Claim.

## **Default and Remedies**

### **11. Additional Defaults**

- (a) Default includes, in addition to those stated elsewhere in this contract:
  - (i) a competent authority, such as a government official or a Certified Public Accountant, determines that Contractor's management of, or any accounting for, its funding, as relates to this contract, is improper, inadequate, or illegal; and
  - (ii) a court having jurisdiction enters a decree or order adjudging Contractor bankrupt or insolvent, or approving as properly filed Contractor's petition seeking reorganization, readjustment, arrangement, composition, or similar relief for Contractor under federal bankruptcy laws, or any other similar applicable law.
- (b) MHACY may waive any default. MHACY's waiver as to a particular default does not constitute a waiver of any other default, whether of the same or different type, and whether preceding or succeeding the waived default. MHACY's waiver of a default is not effective unless written and signed by its President, CEO.

### **12. Remedies**

- (a) MHACY may elect to pursue any one or more of the following remedies, in any combination or sequence, for any default not waived by MHACY:
  - (i) any action as MHACY deems necessary, including the temporary withholding or reduction of payment;
  - (ii) suspend program operation;
  - (iii) require Contractor to cure such default to MHACY's satisfaction; and
  - (iv) terminate this contract.
- (b) MHACY's selected remedy does not prohibit HA from pursuing any other remedy and does not constitute a waiver by MHACY of any other right or remedy.

## **Hiring**

### **14. Disadvantaged Business Preference**

#### **Purposefully Omitted**

### **15. Disadvantaged Individual (New Hire) Preference**

#### **Purposefully Omitted**

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**16. Youth and Resident Contact**  
**Purposefully Omitted**

**17. Hiring Indemnity**  
**Purposefully omitted**

**18. Conflicts of Interest**

**19. Family Conflicts**

- (a) Contractor represents that it has disclosed to MHACY any immediate family member (parent, parent-in-law, spouse, child, brother, sister, brother-in law, sister-in-law, or stepparent) of any of its employees, agents, or subcontractors, who is employed by MHACY.

**20. Communications**

- (a) Both parties agree to write all notices, including demands, requests, instructions, approvals, proposals, and claims.
- (b) MHACY will deliver all notices to Contractor by delivering them to Contractor's registered business address or by mailing them in sealed, postage-paid envelopes, addressed to Contractor's registered mailing address.
- (c) Contractor may specify a different address for notices by delivering an address change notice to MHACY.
- (d) Contractor will deliver all notices to MHACY by delivering them to Contracting Officer at MHACY's main office or by mailing them in sealed, postage-paid envelopes, addressed to Contracting Officer at the Authority's main office.
- (e) MHACY may specify a different address for notices by delivering an address change notice to Contractor.

**21. Licenses**

Contractor and all subcontractors shall hold, at all times, all licenses required by the State of New York and the City of Yonkers, if any.

**22. Sales Tax**

MHACY shall provide Contractor the necessary tax-exempt information when required.

**23. Entire Agreement**

- (a) This contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this contract. All prior and contemporaneous negotiations and agreements between the parties on matters contain in this contract are expressly merged into and superseded by this contract. The provisions of this contract may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings.
- (b) In entering into this contract, neither party has relied upon any statement, representation, or agreement of the other party, except for those expressly contained in this contract.

**24. Choice of Law**

- (a) The laws of the State of New York, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to the contract, including its validity, interpretation, construction, performance, and enforcement.

## **25. Forum & Venue**

- (a) Any party bringing a legal action or proceeding against any other party arising out of or relating to this contract may bring the legal action or proceeding in the United States District Court for the District of New York or in any court of the State of New York sitting in Yonkers.
- (b) Each party waives, to the fullest extent permitted by law:
  - (i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this contract brought in the United States District Court for the District of New York or in any court of the State of New York sitting in Yonkers; and
  - (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (c) For the purposes of all legal actions and proceedings arising out of or relating to this contract, each party to this contract submits to the nonexclusive jurisdiction of any court of:
  - (i) the United States District Court for the District of New York and its appellate courts; and
  - (ii) the State of New York sitting in Yonkers and its appellate courts.

**MUNICIPAL HOUSING AUTHORITY FOR THE CITY OF YONKERS**

**ACKNOWLEDGEMENT OF ADDENDUM TO RFP DOCUMENTS**

The Municipal Housing Authority for the City of Yonkers utilizes addendum is to modify previously issued bid documents and/or given for informational purposes. All addendum are made a part of the bid documents. **Per the RFP, the Responder shall acknowledge receipt of any and all addendum, listing the addendum by number(s) and date(s) in their Proposal.**

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**ACKNOWLEDGEMENT OF ADDENDA FORM**

Responder has received the following Addenda, the receipt of which is hereby acknowledged:

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum Number \_\_\_\_\_ Date Received: \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
Name of Representative Signing Acknowledgement

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title