



Kathy Hochul, Governor

Homes and Community Renewal

RuthAnne Visnauskas, Commissioner/CEO

Request for Proposals for Legal Services in the area of Information Technology Law

Request for Proposals Issuance Date:

May 8, 2023

Proposal Submission Deadline:

May 30, 2023, 12PM, EDT

RFP No.: HCR-RFP-230530

**NEW YORK STATE DIVISION OF HOUSING
AND COMMUNITY RENEWAL**

38-40 State Street, Albany, New York 12207

www.hcr.ny.gov

**Request for Proposals for
LEGAL SERVICES
in the area of Information Technology Law**

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NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL

REQUEST FOR PROPOSALS FOR LEGAL SERVICES IN THE AREA OF INFORMATION TECHNOLOGY LAW

IMPORTANT NOTICE: A Restricted Period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until approval of the Contract by the New York State Division of Housing and Community Renewal (“**DHCR**”). Proposers are prohibited from Lobbying Law Contacts related to this Procurement with any employee of DHCR or their Affiliates¹, other than the Designated Contact Officers listed below.

Kurt Seidman, Associate Attorney
New York State Division of Housing and Community Renewal
641 Lexington Avenue, 6th Floor New York, New York 10022
Email: Kurt.Seidman@hcr.ny.gov

If you have inquiries regarding this request for proposals (“**RFP**”) or would like to contact DHCR regarding matters not relating to Lobbying Procurement Law Contacts, please contact Lisa G. Pagnozzi, Monika Lekarczyk or Vanessa Lepe-Mora via email at ContractUnitInfo@hcr.ny.gov citing the RFP page and section, no later than the date identified in the Calendar of Events and Milestones section of this RFP. The subject line of the email should indicate “2023 Legal Services RFP.”

1. Introduction

[New York State Homes and Community Renewal](#) (“**HCR**”) consists of all the major housing and community renewal agencies of the State of New York (“**State**” or “**NYS**”) including the New York State Division of Housing and Community Renewal. HCR includes other agencies (“**Affiliates**”) not involved in this RFP process.

1.1 New York State Division of Housing and Community Renewal

The [New York State Division of Housing and Community Renewal](#) is responsible for the supervision, maintenance, and development of affordable low-and moderate-income housing in the State of New

¹ Affiliates shall mean the Housing Trust Fund Corporation, New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation.

York. DHCR performs a number of activities including oversight and regulation of the State's public and publicly assisted rental housing, administration of the State's rent regulations and protection of rent-regulated tenants and administration of housing development and community preservation programs, including State and Federal grants and loans to housing developers to finance construction and renovation of affordable housing. For additional information regarding DHCR and its programs, please visit DHCR's webpage at: <https://hcr.ny.gov/division-housing-and-community-renewal>.

1.2 Background

In November 2022, DHCR issued a solicitation for a cloud-based solution that will modernize DHCR's current legacy systems and manual processes, hereinafter referred to as the Rent Regulation System Modernization (“RRSM”) project. DHCR is currently in an active solicitation process for the RRSM project.

The RRSM project includes the implementation of a technical cloud-based solution that will streamline operational processes, improve customer service, and increase data accuracy and integrity with respect to DHCR's administration of the Rent Stabilization Law and related rent regulatory statutes. By modernizing processes and technology, DHCR can better leverage its resources by allocating them in a more efficient manner while providing increased, operative oversight and better impact and interface with tenants and owners.

1.3 Purpose

DHCR is requesting proposals from law firms with an expertise in the area of information technology law to assist DHCR with the contract to be awarded to the successful proposer for the RRSM project. Contractual documents include, but are not limited to, contractual terms and conditions and the service level agreement.

The underlying contract (or backdrop contract) between the successful proposer for the RRSM project and the State of New York is fully executed; however, it is anticipated that the successful proposer of the RRSM solicitation will request the addition of certain terms and conditions to the executed contract.

It is also anticipated that the majority of the legal services to be provided by the successful Proposer of this RFP will be required within the first 30 to 45 days of execution of the contract resulting from this RFP process.

For further information relating to the active RRSM solicitation, visit HCR's website at <https://hcr.ny.gov/procurement-opportunities>.

2. Assessment of Practices relating to Diversity and Service-Disabled Veteran Owned Business Enterprises (“SDVOBs”)

DHCR has determined, pursuant to New York State Executive Law Article 15A (“**Article 15-A**”), New York State Executive Law Article 17B (“**Article 17-B**”), and applicable rules and regulations, that the

assessment of participation by minority-and/or women-owned business enterprises (“**MWBEs**”) (assessment of participation by MWBEs hereinafter referred to as “**Diversity**”) and service-disabled veteran owned businesses (“**SDVOBs**”) practices of Proposers responding to this RFP may be practical, feasible, and appropriate.

2.1 Minority and/or Women Owned Business Enterprise Participation (“Diversity”)

DHCR is committed to awarding contracts to firms that are dedicated to Diversity and provide high-quality services. DHCR strongly encourages firms that are certified by the State as MWBEs to submit responses to this RFP. All MWBE firms submitting proposals to this RFP should be registered as such with the State’s Empire State Development (“**ESD**”).

DHCR is required to implement the provisions of Article 15-A for all DHCR contracts, as defined therein, with a value in excess of \$25,000.

For purposes of this solicitation, DHCR hereby establishes an overall goal of 30% of total contract expenditures for MWBE participation, 15% for minority-owned business enterprises (“**MBEs**”) and 15% for women-owned business enterprises (“**WBEs**”).

2.2 Service-Disabled Veteran-Owned Business Enterprise Participation

DHCR is committed to awarding contracts to SDVOBs that provide high-quality services. DHCR strongly encourages firms that are certified as SDVOBs to submit responses to this RFP. All SDVOB firms submitting proposals to this RFP should be certified with the State’s Office of General Services (“**OGS**”).

DHCR is required to implement the provisions of Article 17-B for all DHCR contracts, as defined therein, with a value in excess of \$25,000.

For purposes of this solicitation, DHCR hereby establishes a goal of 6% of total contract expenditures for SDVOB participation.

3. Calendar of Events and Milestones

It is anticipated that the Contracts resulting from this RFP process will be awarded based on the below calendar events/dates. DHCR reserves the right to modify the below calendar events/dates at their discretion. Notification of changes in connection to the calendar events/dates will be posted and made available to all interested parties via HCR’s webpage at: <https://hcr.ny.gov/procurement-opportunities>. It is the responsibility of the Proposer to check the above referenced webpage regularly for notifications relating to this RFP. DHCR reserves the right to modify the calendar events/dates at their discretion.

Event	Date
Issuance of RFP	May 8, 2023
Deadline for RFP Questions	May 18, 2023, 12PM, EDT
Deadline for Responses to RFP Questions	May 22, 2023
Proposal Submission Deadline	May 30, 2023, 12PM EDT
Notification for Interview to Selected Proposers (if needed)	To Be Determined
Interview for Selected Proposers (if needed)	To Be Determined
Anticipated Notification of Tentative Selection*	June 2, 2023
Anticipated Date for Execution of the Contracts	Week of June 5, 2023

*Any DHCR contract resulting from this RFP process is subject to approval of the NYS Attorney General (“OAG”). Any DHCR contract resulting from this RFP process exceeding \$50,000 in amount is subject to approval of the New York State Comptroller (“OSC”).

4. Intent to Submit Proposal

Proposers are strongly encouraged to complete an *Intent to Submit Proposal* form, attached hereto as Form A, and to submit the form via email to ContractUnitInfo@hcr.ny.gov with the subject line “*Intent to Submit Proposal – Legal Services RFP*”. The submission of the *Intent to Submit Proposal* form is not mandatory and, as such, is not binding in any way.

5. Scope of Services (“Scope of Work”)

DHCR is seeking proposals from law firms that have a demonstrated expertise in the area of information technology law. The Scope of Work for the successful Proposer of this RFP process may include, but is not limited to, reviewing and assisting DHCR with the negotiations of the terms and provisions of the RRSM contract and the service level agreement. The attorney(s) of the successful Proposer assigned to work on this project must be licensed to practice law in the State of New York and possess an expertise in the area of information technology law with respect to information technology contracts.

The successful Proposer must have capacity to provide legal services to DHCR immediately following the execution of the legal services agreement resulting from this RFP process.

6. Contents of Proposals

A complete proposal for this RFP is comprised of four (4) separate tabs: (i) Tab One: Application Cover Sheet, Cover Letter and Proposal Certification; (ii) Tab Two: Technical Proposal; (iii) Tab Three: Cost Proposal; and (iv) Tab Four: Administrative Proposal.

The Proposal must be complete and prepared in the format consistent with the instructions provided in this RFP. In all instances, DHCR's determination regarding a proposal will be final. Proposals not organized in the manner prescribed in this RFP may be considered non-responsive at DHCR's sole discretion. Proposers should not refer to other parts of the proposal, to information that may be publicly available elsewhere, or to the Proposer's or other websites in lieu of answering a specific question.

The Proposer must submit a proposal that clearly provides all the information required in this RFP. Emphasis should be made on conformance to the RFP instructions, responsiveness to the RFP requirements, and clarity of content. The Proposer is advised to thoroughly read and follow all instructions contained in this RFP.

DHCR does not require, nor desire, any promotional material that does not specifically address the response requirements in this RFP. Proposals must demonstrate that the Proposer is qualified to perform the Scope of Work based on eligibility requirements and prior relevant professional experience. Each Proposer is required to submit the information and documentation listed below in the order in which it is requested. A proposal that does not include all required information and completed forms may be subject to rejection.

The completed proposal will include Tabs One through Four, as described in the Proposal Submission Instructions section of this RFP. Each Tab must be bookmarked as "Tab 1," "Tab 2," "Tab 3," and "Tab 4," and must be presented in the exact order requested in this RFP. The content in Tab 2 must be limited to five (5) letter-size pages (single spaced, minimum 12-point font, and at least one-inch margins). The five-page limit in Tab 2 does not include resumes, organizational chart, brochures, etc.

The proposal must contain responses to the items listed below.

6.1 TAB 1: Proposal Coversheet, Cover Letter & Proposal Certification

The Proposer shall submit, as part of its Proposal Submission, the Proposal Coversheet, Cover Letter and Proposal Submission Certification (collectively titled as "Attachment I" of Tab 1) as outlined in this RFP.

6.1.1 Proposal Coversheet

The Proposer shall complete and submit a Proposal Coversheet which contains identifying information for the firm. The Coversheet must be submitted utilizing the template provided in Attachment I.

6.1.2 Cover Letter with Executive Summary (3 pages)

The Proposer's Cover Letter must (i) be on Proposer letterhead, (ii) not exceed three (3) pages, and (iii) include the following items:

- A. The Proposer's name, address, telephone number, fax number, email address and web site address, if applicable;
- B. The name, title, telephone number, fax number and email address of the individual within the Proposer's organization who will be DHCR's primary contact concerning the proposal;
- C. A summary of the Proposer's organizational history, legal structure (*e.g. corporation, State of incorporation, MWBE and/or SDVOB certification status, etc.*) and include a (i) statement confirming that the Proposer is registered to do business in the State of New York;
- D. A statement affirming the number of years that the Proposer or its principals have provided similar services to those described in the Scope of Work section of this RFP;
- E. The name(s) of the primary staff who will provide services to DHCR; and
- F. A statement that any attorney assigned to this DHCR engagement is licensed to practice law in the State of New York and is in good standing.

6.1.3 Proposal Certification

Proposer shall complete and submit with their Proposal Submission a signed certification (**"Proposal Certification"**) which affirms that the information contained in the proposal is true and accurate and that the person signing the Proposal Certification is authorized to submit the proposal on behalf of the Proposer. The Proposal Certification must be submitted utilizing the template provided in Attachment I of Tab 1.

6.2 TAB 2: Technical Proposal (15 pages)

This section of the RFP provides instructions to Proposers regarding information that is to be included in the Technical Proposal. Proposals must be complete, factual, and as detailed as necessary to allow DHCR to adequately evaluate capabilities and experience.

The purpose of the Technical Proposal is to provide the Proposer an opportunity to demonstrate its qualifications, experience, competence, and capacity to undertake the services described in the Scope of Services section of this RFP, in a manner which complies with the requirements of this RFP. Proposals must specifically detail a Proposer's qualifications and experience in providing the services sought by DHCR. The Technical Proposal may not exceed five (5) pages (excluding resumes, brochures, organizational chart, etc.). The Technical Proposal must include responses to the items listed below.

Please note, in the Technical Proposal, Proposers must NOT include any information related to cost.

6.2.1 Experience and Qualifications of the Proposer

- A. Provide a description of the Proposer's relevant experience in the area of information technology law specifically related to information technology contracts, service level agreements, etc.
- B. Indicate whether legal services have been provided previously to DHCR, and if so, describe the legal services provided.
- C. Provide the names of the principal partner(s) or other attorney(s) who would be responsible for this DHCR legal services project, and include a description of the relevant qualifications and experience of each attorney.
- D. Provide a brief description of any experience in the area of information technology to a State governmental agency. Such experience is preferred but not required.
- E. Provide a list of at least three representative clients including a description of the type of work performed for said client and the name of a contact person at the client who can speak with authority as to Proposer's work.
- F. Provide the number of attorneys in Proposer's firm, location of all offices, telephone number and email address of the primary staff personnel who are anticipated to provide services to DHCR, Proposer's descriptions/brochures, organizational chart, and resumes of principal partner and other attorney anticipated to be responsible for this DHCR legal services project.
- G. Provide confirmation that if awarded a legal services contract resulting from this RFP process, that the Proposer has capacity to provide legal services immediately upon execution of the awarded contract.

6.3 TAB 3: Cost Proposal

PLEASE NOTE THAT DHCR, A NEW YORK STATE GOVERNMENTAL AGENCY, EXPECTS THAT FIRMS SUBMITTING PROPOSALS HEREUNDER SHALL PROVIDE A MINIMUM OF 15% DISCOUNT ON THE FEES THEY CHARGE PRIVATE CLIENTS.

In a separate "Tab 3," provide information concerning fees, including:

- A. The customary hourly rate of each person whose resume is provided in Tab 2 of the proposal, and the proposed hourly rate to be charged to DHCR in connection with those persons; cost proposal (i) to be based upon approximately 30 hours of work or less and (ii) must include a not to exceed amount for total expenditures under an awarded contract based on the 30 hours or less

estimate; however, total expenditures under an awarded contract may not exceed \$25,000 in amount without the prior written approval of DHCR and State officials.

- B. The Proposer's schedule of all disbursements anticipated to result in a charge to DHCR and the rate for each;
- C. Any reduced fees or governmental discounts; and
- D. Any measures proposed by the Proposer to reduce the cost to DHCR of retaining your law firm.

Although proposed fees will be taken into account, DHCR reserves the right to negotiate a lower or different fee structure with the selected law firm.

6.4 TAB 4: Administrative Proposal

Proposers must complete and submit the required forms and information indicated below.

6.4.1 General Forms

- (i) Intent to Submit Proposal Form, attached hereto as **RFP Form A** (*non-mandatory form*).
- (ii) NYS Required Certifications, attached hereto as **RFP Form B**.
- (iii) [Vendor Information Form](#), attached hereto as **RFP Form C** and hyperlinked herein.
- (iv) Iran Divestment Act Certification, attached hereto as **RFP Form D**
- (v) Procurement Lobbying Provisions and Forms, attached hereto collectively as **RFP Form E**
- (vi) [Vendor Responsibility Questionnaire for For-Profit Business Entity](#), attached hereto as **RFP Form F**
- (vii) [Vendor Assurance of No Conflict of Interest and Detrimental Effect](#), attached hereto as **RFP Form G** and hyperlinked herein.
- (viii) [Certification Prohibiting State Agencies & Authorities from Contracting with Businesses Conducting Business in Russia under NYS Executive Order No. 16](#), attached hereto as **RFP Form H** and hyperlinked herein.
- (ix) [EEOC Form](#), attached hereto as **RFP Form I** and hyperlinked herein.

6.4.2 Evidence of Insurance (*required prior to contract execution*)

The successful Proposer (“**Contractor**”) is required to provide and maintain, at its sole cost and expense, the required insurance coverage, at the minimum limits specified herein, during the term of the contract and for two years after completion of work. All required insurance policies must be maintained with insurance companies licensed within the State of New York and holding an AM Best rating of no less than A- VIII. In addition, companies writing insurance intended to comply with the requirements should be licensed or authorized by the New York State Department of Financial Services

to issue insurance in the State of New York. DHCR, in its sole discretion, may accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (“**ELANY**”) affidavit or other documents demonstrating the company’s strong financial rating. If, during the term of a policy, the carrier’s A.M. Best rating falls below “A-,” Class “VII,” the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Contractor shall deliver to DHCR evidence of the insurance required by the Contract resulting from this RFP process in a form satisfactory to DHCR. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned, or delayed, acceptance and/or approval by DHCR does not, and shall not be construed to relieve the Contractor of any obligations, responsibilities or liabilities under the resulting Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

The Contractor shall provide DHCR with a Certificate or Certificates of Insurance, in a form satisfactory to DHCR as detailed below. Certificates shall name the New York State Division of Housing and Community Renewal, 38-40 State Street, Albany, NY 12207 as the certificate holder. Within 30 business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DHCR with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of the Contract resulting from this RFP process.

Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DHCR. Such approval shall not be unreasonably withheld, conditioned, or delayed. Bidder/Contractor shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program including, but not limited to, information regarding the use of a third-party administrator, shall be provided upon request.

Insurance maintained by DHCR, and its officers, agents, and employees shall be excess of and shall not contribute with the Contractor’s insurance.

For the workers’ compensation insurance required below, the Contractor shall cause to be included in its policies insuring against loss, a waiver of the insurer’s right of subrogation against DHCR, the State, and its officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against DHCR, the State, and its officers, agents, and employees or (ii) any other form of permission for the release of DHCR, the State and its officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in the Contract resulting from this RFP process shall be delivered to the DHCR. If, at any time during the term of the Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract, or proof thereof is not

provided to DHCR, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DHCR.

The Contractor must furnish to DHCR evidence of the insurance requirements indicated below prior to execution of the awarded Contract(s). Contractor shall obtain and maintain in full force and effect, throughout the term of the Contract, at its own expense, the following insurance with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater. DHCR reserves the right to modify these insurance requirements.

A. Professional Errors and Omissions for no less than One Million U.S. Dollars (\$1,000,000) for each claim and Two Million U.S. Dollars (\$2,000,000) in the aggregate. The coverage must include the following:

- Insure loss arising from any claim or claims made arising out of the scope of services during the policy period by reason of any covered error, omission or negligent act committed in the conduct of the insured's professional business during the policy period;
- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under the Contract resulting from this RFP process is completed; Written proof of this extended reporting period must be provided to DHCR prior to the policy's expiration or cancellation; and
- The policy shall cover professional misconduct or lack of ordinary skill for the positions defined in the scope of services of the Contract resulting from this RFP process.
- This policy requirement applies to both primary and excess liability policies, as applicable.

B. Workers' Compensation and Disability Benefits - Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid/Proposal or any contract renewal. A Bidder/Proposer will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to DHCR. Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to DHCR at the time of Bid/Proposer submission, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- CE-200 – Certificate of Attestation for New York Entities with No Employees and Certain Out-of-State Entities that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; or
- C-105.2 – Certificate of Workers' Compensation Insurance (or U-26.3 if insured through the State Insurance Fund); or
- SI-12 – Certificate of Workers' Compensation Self-Insurance (or GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
- Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- CE-200 – Certificate of Attestation for New York Entities with No Employees and Certain Out-of-State Entities that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; or
- DB-120.1 – Certificate of Disability Benefits Insurance; or
- DB-155 – Certificate of Disability Benefits Self-Insurance.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website at <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf> .

7. Proposal Submission Instructions

A complete proposal for this RFP is comprised of four (4) separate tabs: (i) Tab One: Application Coversheet, Cover Letter and Proposal Certification (*includes completion of Attachment I*); (ii) Tab Two: Technical Proposal; (iii) Tab Three: Cost Proposal; and (iv) Tab Four: Administrative Proposal.

Two (2) original sealed Proposal Submission packages must be mailed or delivered to the contact specified in Section 12.1 **AND** one electronic e-mail submission of the Proposal Submission, in PDF format, must be emailed to the e-mail address provided in Section 12.2, on or before the Proposal Submission Deadline.

Instructions for Mailing or Delivery of Sealed Proposals

Two (2) original paper-based counterparts of the Proposer's sealed Proposal Submissions must be mailed or delivered, on or before **12:00 pm EDT on May 30, 2023, ("the Proposal Submission Deadline")**. The two counterpart Proposal Submissions may be mailed or delivered

in one package. Each envelope must be specifically addressed to the following contact at the Proposal Submission Delivery Location below:

Lisa G. Pagnozzi, Vice President, Contracts and Administration
New York State Division of Housing and Community Renewal
Sealed Proposal - RFP for 2023 Legal Services
Proposal Due Date: May 30, 2023 at 12:00pm, EDT
641 Lexington Avenue, 5th Floor
New York, New York 10022

NOTE: The paper-based hard copy must be formatted on 8.5x11 standard size paper, but must not be permanently bound, and include original signatures and certifications that must be received by DHCR at the above Proposal Submission Delivery Location no later than the Proposal Submission Deadline.

Instructions for the Electronic Submission of Proposals

Electronic Proposal Submissions must be bookmarked and submitted by email, in three parts, by the Proposal Submission Deadline indicated in the Calendar of Events and Milestones section of this RFP to Nyhomes.proposal@hcr.ny.gov, in searchable Portable Document Format (“PDF”) compatible with Adobe Reader XI, version 11.0.4. DHCR will not accept discs, flash drives or FTP file references that require DHCR to download information from the Proposer’s, or third party’s website. If the file is large, it may be submitted in multiple email attachments, with the proper Part One or Part Two or Part III label (if applicable) and “1 of X”, “2 of X”, etc., and the last email as “X of X – Final” for each additional email. This is the only acceptable form of e-delivery.

Electronic versions of each Proposal Submission must be broken down and labeled as separate attachments as indicated below:

- A. **Part I** shall include **two attachments, Tabs 1 and 2** of the proposal, and the subject line of the email for this section must be labeled: **“2023 Legal Services RFP – Part I, Tabs 1 and 2”**.
- B. **Part II** shall include **one attachment, Tab 3** of the proposal (*i.e., the Cost Proposal*), and the subject line of the email for this section must be labeled: **“2023 Legal Services RFP – Part II, Tab 3”**.
- C. **Part III** shall include **two attachments, Tabs 4** of the proposal, and the subject line of the email for this section must be labeled: **“2023 Legal Services RFP – Part III, Tabs 4”**.

Any proposal received after the Proposal Submission Deadline indicated in the Calendar of Events and Milestones section of this RFP may not be considered for award, even if electronic copies of the proposal arrive before the Proposal Submission Deadline. The Proposer submitting a proposal assumes all risks associated with delivery. The determination of whether any proposal was received on time is at the sole discretion of DHCR. All proposals and accompanying documentation become the property of the State of New York and will not be returned. DHCR reserves the right to use any portion of the Proposer's proposal not specifically noted as proprietary.

8. Proposer Inquiries/Revisions to this RFP

Questions or requests for clarification regarding this RFP should be submitted via email, citing the RFP page and section, to ContractUnitInfo@hcr.ny.gov on or before the specified Deadline for RFP Questions cited in the Calendar of Events and Milestones section of this RFP.

Questions will not be accepted orally and any question received after the deadline may not be answered. The comprehensive list of questions/requests for clarifications and the official DHCR responses will be posted to HCR's website at <https://hcr.ny.gov/procurement-opportunities>.

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by addendum and posted to HCR's website at <https://hcr.ny.gov/procurement-opportunities>. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP process.

Furthermore, a Proposer who discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, should immediately notify DHCR of such error and request clarification or modification to the document. DHCR shall make RFP modifications by addendum, provided that any such modification(s) would not materially benefit or disadvantage any particular Proposer.

If a Proposer fails to notify DHCR of a known error or an error that reasonably should have been known, prior to the Proposal Submission Deadline date, the Proposer shall assume the risk. If awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its late correction.

There are no designated dates for release of addenda. Interested Proposers should check HCR's website on a daily basis from the time of RFP issuance through the Proposal Submission Deadline date for updates to the RFP. It is the sole responsibility of the Proposer to be knowledgeable of all addenda related to this procurement.

9. Method of Award

The evaluation of proposals shall be based on the “Best Value” concept. The proposal which “optimizes quality, cost, and efficiency” among the responsive and responsible Proposers will be selected for award.

Upon determination of the proposal selected on the basis of best value, a contract will be delivered to the successful proposer for signature and shall be returned to DHCR for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the successful Proposer.

10. Contract

It is the intent of DHCR to award one contract. The term of the contract will be for a six month period, subject to approval by the State’s Office of Attorney General (“OAG”) and State officials. The contract will include one optional six-month renewal, subject to approval by the OAG and State officials.

Standard Clauses for New York State Contracts dated October 2019, attached hereto as Appendix A, is hereby expressly made part of this RFP as fully as if set forth at length herein. The agreement resulting from a successful award will include the documents listed below and conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A
2. Contract Agreement, Appendix B
3. This RFP including all addenda, appendices, exhibits and attachments
4. Selected Contractor’s Proposal

The successful Proposer will be required to execute a contract that includes the following provisions:

a) “Opinions prepared by retained attorneys or law firms construing the statutes or Constitution of the State of New York do not constitute the opinion of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York.”

b) “The retained attorney or law firm will represent the State of New York in judicial litigation related to the services to be provided under this agreement only when such services are specifically requested by the State agency’s counsel and approved by the Attorney General. Such approval must be requested separately for each matter to be litigated and must be received prior to the commencement of services therefor.”

The contract resulting from this RFP is subject to the availability of State funding.

11. Method of Payment

Invoices will be processed in accordance with established State procedures, and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Contractor's invoice **must** be itemized and include the following information:

- Name of NYS agency being billed, i.e., New York State Division of Housing and Community Renewal;
- Contract ID number;
- Contractor's name;
- Contractor's FEIN;
- Contractor's ID number;
- a unique invoice number; date(s) of service(s); and
- the following descriptive information:
 - a description of the tasks performed by each person assigned to that particular matter, identified by name and title;
 - the time each identified person devoted to each task;
 - the number of hours worked by each identified person;
 - specific identification of reasonable expenses for which the law firm seeks reimbursement, if any; and
 - total amount billed for each particular matter.

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. **Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by DHCR.**

All invoices are to be submitted for payment to:

All Invoices are to be submitted for
payment to:

**Office of General Services
C/O BSC / Accounts Payable
1220 Washington Ave., Bldg. 5, 5th Fl
Albany, New York 12226**

or Accountspayable@ogs.ny.gov

Also, a copy of the invoice must be forwarded to: donna.skyer@ogs.ny.gov and ali.butt2@ogs.ny.gov

11.1 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract,

DHCR, and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptrollers website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a new Statewide financial system, the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

Commissioner shall mean the Commissioner of General Services or duly authorized representative.

12. Exceptions and Extraneous Terms

DHCR will consider all requests to waive any solicitation requirement. The Term "solicitation requirement" as used herein shall include any and all terms and conditions included in the solicitation documents. Proposers should be aware that failure to obtain a waiver of any requirement in advance of proposal submission deadline, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with proposal submission, may result in rejection of proposal and disqualification from this RFP process.

Proposers wishing to obtain an exemption or waiver for any part of this solicitation must contact the DHCR in writing by the 'Questions Due Date' as identified in the Calendar of Events and Milestones section of this RFP. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in the Calendar of Events and Milestones (if the response results in a change to the RFP), or directly to the requesting proposer.

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13. Dispute Resolution

It is the policy of DHCR to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to solicitations, contract awards, and contract administration. DHCR encourages vendors to seek resolution of disputes informally, through consultation with DHCR staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial, and timely consideration.

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

14. Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Proposer/Bidder may request a debriefing regarding the reasons that the Proposal/Bid submitted by the Proposer/Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by DHCR that the Proposal/Bid submitted by the Proposer/Bidder was not selected for award. Requests should be submitted in writing via email to Lisa Pagnozzi at ContractUnitInfo@hcr.ny.gov.

15. Examination of Contract Documents

Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.

Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer might have fully informed itself prior to submitting a proposal.

Any Proposer in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Lisa Pagnozzi via email at ContractUnitInfo@hcr.ny.gov a written request for an interpretation thereof. If a major change is involved to which all proposers must be informed, such request for interpretation shall be delivered, in writing, no later than question due date listed in the

Calendar of Events and Milestones section of this RFP. Any interpretation of the proposed documents will be made only by an addendum duly issued.

Any addendum issued prior to the proposal submission due date must be acknowledged by signature, dated and be submitted on or before the proposal submission due date with one original and two copies. In awarding a contract, any addenda will become a part thereof.

Any verbal information obtained from, or statements made by, representatives of DHCR at the time of examination of the documents or site shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

16. Reservation of Rights

DHCR reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at DHCR's sole discretion;
- Accept a proposal and any subsequent proposal for the contract from a proposer other than the lowest cost proposer consistent with the criteria for the evaluation of proposals;
- Make an award under the RFP in whole or in part;
- Disqualify any Proposer whose qualifications, conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use information obtained through DHCR's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to DHCR's request for clarifying information in the course of evaluation and/or selection under the RFP;
- Prior to the deadline for submission of Proposals, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the deadline for submission of Proposals, direct Proposers to submit modifications addressing subsequent RFP amendments;
- Change any part of the scheduled timeline;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Proposers;
- Waive any requirements that DHCR deems are not material;
- Negotiate with the successful Proposer within the scope of the RFP in the best interests of the State;
- Conduct contract negotiations with the next responsible Proposer, should DHCR be unsuccessful in negotiating with the selected Proposer;
- Utilize any and all ideas submitted in the proposals received;
- Request best and final offers;
- Require clarification at any time during the procurement process;
- Correct Proposer's mathematical errors and waive or modify other minor irregularities in Proposals received, after prior notification to the Proposer;

- Disqualify a Proposer from receiving the award if the Proposer, or any one in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;
- Utilize any and all ideas submitted in the Proposals received;
- Adjust any Proposer's expected costs of the based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs;
- To make multiple awards;
- Negotiate with the next highest-rated, qualified Proposer for purposes of executing a contract, if it is subsequently determined by DHCR that the successful Proposer is not responsible;
- Conduct interviews;
- Negotiate with Proposers responding to this RFP within the RFP requirements to serve the best interest of the State;
- Begin contract negotiations with another bidding Contractor in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification;
- Waive any non-material requirement not met by all Proposers;
- Not make an award from this Solicitation;
- Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of this Solicitation;
- Prior to the proposal opening, amend the Solicitation requirements to correct errors or oversights, or to supply additional information, as it becomes available;
- Waive any requirements that are not material; and

Depending on the nature of the procurement, there may be additional State reserved rights beyond those presented here.

Please Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

17. Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this RFP, refer to this RFP.

18. Restriction of Communication

Pursuant to State Finance Law ("SFL") §§139-j and 139-k, this RFP imposes certain restrictions on communications among DHCR, its Affiliates (New York State Housing Finance Agency, Housing Trust Fund Corporation, New York State Affordable Housing Corporation, State of New York Mortgage Agency, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation collectively, "**Agencies Constituting HCR**"), employees of the State and a potential Proposer during the RFP process. A Proposer is restricted from making contacts that a reasonable person may infer were intended to influence the selection of a firm or company to perform (or provide) the

proposed professional services (or goods) in this RFP, from the date of publication of this RFP until the awarding of a contract(s) by DHCR (the “**Restricted Period**”) with any person other than the designated contacts named in this RFP, unless it is a contact that is included among certain statutory exceptions set forth in SFL §139-j(3)(a). Employees of DHCR, including any employees of any Agency that Constitutes HCR, are required to obtain certain information when contacted during the Restricted Period and make a determination of responsibility of the Proposer under the SFL. Findings of non-responsibility can result in rejection for contract award and in the event of two (2) findings within a four (4) year period, the Proposer will be debarred from obtaining governmental contracts.

For further information, please refer to the following website:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/Faq.htm>.

19. Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process.

Should you feel your firm’s proposal contains any such trade secrets or other confidential or proprietary information, **you must submit a request to exempt such information from disclosure**. Such request must be in writing, must state the reasons why the information should be exempt from disclosure and must be provided at the time of submission of the subject information.

Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

20. General Requirements

- A. The Proposer agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- B. The Proposer agrees to notify DHCR of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change.
- C. The Proposer agrees that in any contract resulting from this RFP, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.

- D. The Proposer agrees that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of DHCR.
- E. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- F. For purposes of any contract resulting from this RFP, DHCR/State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- G. DHCR interpretation of specifications shall be final and binding upon the Contractor.
- H. DHCR will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- I. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Proposer has based its proposal on the more expensive option. Final decision will rest with DHCR.
- J. For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, DHCR may terminate the contract and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- K. DHCR reserves the right to stop the work covered by this RFP and any contract resulting there from at any time that it is deemed the Contractor is unable or incapable of performing the work to the State's satisfaction. In the event of such stopping, DHCR shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that DHCR issues a stop work order for the work as provided herein, the Contractor shall have ten working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by DHCR, then the stop work order shall be effective immediately.
- L. DHCR reserves the right to reject and bar from the facility any employee hired by the Contractor.

21. Extent of Services

DHCR reserves the right to re-negotiate at its discretion, to reduce the services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the OAG.

22. Termination

22.1. Termination

DHCR may, upon 30 days' written notice, terminate any contract resulting from this solicitation in the event of the awarded Proposer's failure to comply with any of the proposal's requirements unless the awarded Proposer obtained a waiver of the requirement.

In addition, DHCR may also terminate any contract resulting from this solicitation upon ten days' written notice if the Contractor makes any arrangement for assignment for the benefit of creditors.

Furthermore, DHCR shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving 30 days' written notice of termination to the Contractor.

22.2 Procurement Lobbying Termination

DHCR reserves the right to terminate any contract resulting from this RFP in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DHCR may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this RFP and the written Agreement.

22.3. Effect of Termination

Any termination by DHCR under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against DHCR, its agents and employees therefore for lost profits or any other damages.

23. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Proposer(s) must be registered in the New York State Vendor File ("**Vendor File**") administered by the Office of the State Comptroller ("**OSC**"). This is a central registry for all vendors who do business with New York State Agencies and

the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Proposer is already registered in the New York State Vendor File, list the ten-digit vendor ID number on Vendor Information Form, RFP Form C.

If the Bidder is not currently registered in the Vendor File and is recommended for award, DHCR shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. DHCR will initiate the vendor registration process for all Proposers recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten- digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: www.osc.state.ny.us/vendors/index.htm

Form to be completed: www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

24. Ethics Compliance

All proposers/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other State codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing any contract resulting from this RFP, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

25. Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of the contract resulting from this RFP and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

26. Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

27. Encouraging Use of New York Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of the economic activity and leadership such businesses offer, Contractors are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the resulting agreement. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/Proposers need to be aware that all authorized users of the resulting contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders/Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects Bidders/Proposers to provide maximum assistance to New York businesses in their use of the resulting contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

28. Sexual Harassment Prevention

Pursuant to N.Y. State Finance Law § 139-l, every proposal/bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute,

rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the proposer/bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-l, any proposal/bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such proposal/bidder, and such authorization shall be deemed to include the signing and submission of such proposal/bid and the inclusion therein of such statement as the act and deed of the proposer/bidder.

If the Proposer/Bidder cannot make the required certification, such Proposer/Bidder shall so state and shall furnish with the proposal/bid a signed statement that sets forth in detail the reasons that the Proposal/Bidder cannot make the certification. After review and consideration of such statement, DHCR may reject the proposal/bid or may decide that there are sufficient reasons to accept the proposal/bid without such certification.

Any contract resulting from this RFP shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and, if applicable, the Comptroller of the State of New York.

29. Information Security Breach

In accordance with the Information and Security Breach Notification Act (“**ISBNA**”) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with DHCR shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of DHCR under a contract resulting from this RFP.

- Contractor shall supply DHCR with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as DHCR’s notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.

- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, Contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by DHCR.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from DHCR.
- In the event a security breach occurs as defined by ISBNA, Contractor shall immediately notify DHCR and commence an investigation in cooperation with DHCR to determine the scope of the breach.
- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify DHCR following the discovery that DHCR's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from DHCR prior to notifying the individuals whose personal identity information was compromised by the breach of security, the New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

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Proposal Checklist

CHECKLIST FOR REQUIRED FORMS AND RELATED ITEMS TO BE COMPLETED AND RETURNED WITH YOUR PROPOSAL SUBMISSION:

- ☐ TAB 1 – Proposal Coversheet, Cover Letter & Certification, attached hereto as Attachment I
- ☐ TAB 2 – Technical Proposal
- ☐ TAB 3 – Cost Proposal Forms
- ☐ TAB 4 - Administrative Proposal
 - ☐ Intent to Submit Proposal Form, **RFP Form A**
 - ☐ NYS Required Certifications, **RFP Form B**
 - ☐ [Vendor Information Form](#), **RFP Form C**
 - ☐ Iran Divestment Act Certification, **RFP Form D**
 - ☐ Procurement Lobbying Provisions and Forms, **RFP Form E**
 - ☐ [Vendor Responsibility Questionnaire - For-Profit Business Entity](#), **RFP Form F**
 - ☐ [Vendor Assurance of No Conflict of Interest and Detrimental Effect](#), **RFP Form G**
 - ☐ [Certification Prohibiting State Agencies & Authorities from Contracting with Businesses Conducting Business in Russia under NYS Executive Order No. 16](#), **RFP Form H**
 - ☐ [EEOC Form](#), **RFP Form I**

Attachments included in this RFP

Proposal Coversheet and Certification, **Attachment I**

Standard Clauses for New York State Contracts, **Appendix A**

Contract Agreement with DHCR, **Appendix B**

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TAB 1 – Attachment I

RFP for Legal Services

Attachment I: Proposal Coversheet

Proposal Coversheet

Attach this form to the top of your Proposal Submission.

ALL PROPOSAL SUBMISSIONS MUST BE ELECTRONICALLY MAILED TO THE E-MAIL ADDRESS SPECIFIED IN THE PROPOSAL SUBMISION INSTRUCTION SECTION OF THE RFP.

GENERAL INFORMATION ON FIRM:

Legal Name of Firm:

Firm's Mailing Address:

Firm's Website:

Firm's Main Telephone Number (including area code):

Federal Tax ID Number:

Data Universal Numbering System Number (DUNS) (if applicable):

SEC CIK Number (if applicable):

Statewide Financial System (SFS) Vendor ID Number (if applicable):

MWBE Registration Number (if applicable):

Indicate name(s) of MWBE subcontractor(s) (if applicable):

Service-Disabled Veteran-Owned Business (SDVOB) Control / Registration Number (if applicable):

Indicate name(s) of SDVOB subcontractor(s) (if applicable):

MAIN CONTACT INFORMATION FOR THIS PROPOSAL:

Please list the individual that will be the main contact *regarding this proposal*:

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

PRINCIPAL IN CHARGE:

Please list the primary staff person(s) who will provide services to the Agency. Attach additional sheets if necessary.

Contact Name:

Contact Telephone Number (including area code):

Proposal Coversheet

Contact E-mail Address:

Contact Facsimile Number (including area code):

ADDITIONAL CONTACTS (if applicable):

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

Proposal Certification

The Proposal Submission must be fully and properly executed by an authorized person. By signing this Proposal Certification you certify your express authority to sign on behalf of the Proposer and acceptance of the terms included in (i) this RFP, (ii) Appendix A (Standard Clauses For New York State Contracts), and (iii) State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided in the proposal is complete, true and accurate. By signing this Proposal Certification, the Proposer affirms that it understands and agrees to comply with DHCR procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Proposer also affirms that it has reviewed the Insurance Requirements within the RFP and agrees to be bound by said terms.

Additional information may be accessed at:

<http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>

Legal Business Name of Proposer:	D/B/A Name of Proposer:
Federal Tax Identification Number:	New York State Identification Number:
Printed or Typed Name of Authorized Firm Signatory:	Proposer Signature:
Title:	Date:

RFP Form A: Intent to Submit RFP Submission Form

New York State Division of Housing and Community Renewal

REQUEST FOR PROPOSALS FOR LEGAL SERVICES

This is to notify you that it is our present intent to **submit** a proposal in response to the above-referenced RFP and to acknowledge that we have read the list of experience required to meet the qualifications set forth in the Scope of Services section of the RFP.

The individual to whom all information regarding this RFP should be transmitted is:

Company Name: _____

Contact Name and _____

Title: Street _____

Address:

City, State, & _____
Zip: _____

Phone Number: Fax Number: _____

Email Address: _____

Authorized _____

Signature:

Name _____ Title _____

(____) _____ (____) _____

Phone Number _____ Fax Number _____

Email completed form to: **contractunitinfo@hcr.ny.gov**

NYS REQUIRED CERTIFICATIONS

Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

1. have business operations in Northern Ireland No Yes ,
and if yes:
2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.

No Yes

Non-Collusive Bidding Certification

In accordance with Section 139-d of the State Finance Law, by submitting its proposal/bid each proposal/bidder and each person signing on behalf of any other proposer/bidder certifies, and in the case of a joint proposal/bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this proposal/bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer/bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal/bid have not been knowingly disclosed by the proposer/bidder and will not knowingly be disclosed by the proposer/bidder prior to opening, directly or indirectly, to any other proposer/bidder or to any competitor.
3. No attempt has been made or will be made by the proposer/bidder to induce any other person, partnership or corporation to submit or not to submit a proposal/bid for the purpose of restricting competition.

In the event that the Proposer/Bidder is unable to certify as stated above, the Proposer/Bidder shall provide a signed statement which sets forth in detail the reasons why the Proposer/Bidder is unable to furnish the certificate as required in accordance with State Finance Law § 139-d(1)(b).

Executive Order No. 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Proposer/Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

State Finance Law § 139-I Certification

By submission of this proposal/bid, each Proposer/Bidder and each person signing on behalf of any proposer/bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the proposer/bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual

sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the bidder cannot make the foregoing certification, such proposer/bidder shall so state and shall furnish with the proposer/bid a signed statement that sets forth in detail the reasons that the proposer/bidder cannot make the certification.

Small Business Certifications

State Finance Law § 163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business

Status in Evaluation for Best Value Contracts)

For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:

☐ **IS NOT** a Small Business as defined in New York State Executive Law § 310(20).

☐ **IS** a Small Business as defined in New York State Executive Law § 310(20).

“Small Business” is defined under New York State Executive Law § 310(20) as a business that:

- A. has a significant business presence in New York demonstrated through one of the following:
 - 1. pays taxes in New York State, or
 - 2. purchases New York State products or materials, or
 - 3. has any payroll in New York State
- B. is independently owned and operated;
- C. is not dominant in its field; and,
- D. employs less than 300 persons.

State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)

For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

☐ **IS NOT** a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

☐ **IS** a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

“Small Business Concern” or “Small Business” is defined under New York State Finance Law § 160(8) as a business that:

- A. is resident in New York State;
- B. is independently owned and operated;
- C. is not dominant in its field; and
- D. employs 100 or less persons.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certifications document and that all information provided is complete, true and accurate.

Authorized Signature		Date	
Print Name		Title	
Company Name			
D/B/A – Doing Business As (if applicable)			
Address			
City	State	Zip	



Homes and Community Renewal

**NEW YORK STATE HOUSING FINANCE AGENCY
HOUSING TRUST FUND CORPORATION
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MORTGAGE AGENCY
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
DIVISION OF HOUSING AND COMMUNITY RENEWAL**

(individually, "Agency" and collectively, "Agencies")

Vendor Information Form

Vendor Name: _____

Address: _____

Telephone Number: (_____) _____

Fax Number: (_____) _____

Website Address:

NYS Vendor ID Number (10 digits): _____

Primary Contact Email Address: _____

Billing Contact Email Address: _____

Name & Title of Principal(s): _____

Name & Title of Authorized Signer(s): _____

Federal Employer Identification Number: _____

Charities Bureau Registration #: _____
(Only applies to not-for-profits.)

Legal Status: _____ **Corporation** _____ **Partnership**
_____ **Not-for-Profit** _____ **Other** _____

(Note: If conducting business under an assumed name (d/b/a), please include evidence of filing of certificate.)

New York State Business Enterprises

1. Is your business a New York State Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle)

Yes

No

“New York State Business Enterprise” is any business enterprise, including a sole proprietorship, partnership or corporation, which offers for sale, lease or other form of exchange, goods sought by any Agency and substantially manufactured, produced or assembled in New York State, or services, other than construction services, which are sought by any Agency and which are substantially performed within New York State. For purposes of construction services, a New York state business enterprise shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which has its principal place of business in New York State.

Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economics of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this Agency procurement are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Agency awarded contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of the awarded contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in Agency contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the contract award, thereby benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The Agency therefore expects proposers to provide maximum assistance to New York businesses in their use of the awarded contract. The potential participation of all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

1. Will New York State Businesses be used in the performance of this contract award?

(Please circle)

Yes

No

Minority Owned Business Enterprises

1. Is your company a Minority-Owned Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle) Yes No

2. If yes, has your company been certified as a Minority-Owned Business Enterprise?

(Please circle) Yes No

3. Is your company certified with New York State's Empire State Development Corporation (ESD)?

(Please circle) Yes No

If yes, please submit a copy of your company's most recent certification letter from ESD.

Minority-Owned Business Enterprise: Any business enterprise, including a sole proprietorship, a partnership, or a corporation that is:

- (i) At least 51% percent owned by one or more minority group members;
- (ii) An enterprise in which the minority ownership is real, substantial and continuing;
- (iii) An enterprise in which the minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) An enterprise authorized to do business in New York State and is independently owned and operated;
- (v) An enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certifications, with a person net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- (vi) An enterprise that is a small business¹

Minority Group Member: Any person that is a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

- (i) Black persons having origins in any of the Black African racial groups;
- (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- (iii) Native American or Alaskan native persons having origins in any of the original peoples of North America.
- (iv) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian sub-continent or the Pacific Islands.

¹"Small Business" means, unless otherwise indicated, a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of division of minority and women's business development in the department of economic development, but not to exceed 300, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto. The Director may issue regulations on the construction of the terms in this definition.

Women Owned Business Enterprises

1. Is your company a Women-Owned Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle) Yes No

2. If yes, has your company been certified as a Women-Owned Business Enterprise?

(Please circle) Yes No

3. Is your company certified with New York State's Empire State Development Corporation (ESD)?

(Please circle) Yes No

If yes, please submit a copy of your company's most recent certification letter from ESD.

Women-Owned Business Enterprise: Any business enterprise, including a sole proprietorship, a partnership, or a corporation that is:

- (i) At least 51% percent owned by one or more United States citizens or permanent resident aliens who are women;
- (ii) An enterprise in which the ownership interest of such women is real, substantial and continuing;
- (iii) An enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) An enterprise authorized to do business in the State of New York and is independently owned and operated;
- (v) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certifications, with a personal net worth that does not exceed \$3.5 million dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- (vi) An enterprise that is a small business²

Small Business Enterprises

1. Is your company a "Small Business Concern" in accordance with New York State Finance Law?

(Please circle) Yes No

2. If yes, has your company been certified by any municipal, NYS or Federal governmental agency?

(Please circle) Yes No

If yes, please submit a copy of your company's most recent certification letter from the governmental agency.

"Small Business Concern" means a business which is resident in the State of New York, independently owned and operated, not dominant in its field and employs one hundred or less persons.

²"Small Business" means, unless otherwise indicated, a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of division of minority and women's business development in the department of economic development, but not to exceed 300, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto. The Director may issue regulations on the construction of the terms in this definition.

Service-Disabled Veteran Owned Businesses

1. Is your company certified as a Service-Disabled Veteran-Owned Business (SDVOB)?
(Please circle) Yes No
2. If yes, has your company been certified as a SDVOB by the New York State Office of General Services (OGS)?
(Please circle) Yes No

If yes, please submit a copy of your company's most recent certification letter from OGS and provide your SDVOB Control Number (issued by OGS) in the following space: _____

"Certified Services-Disabled Veteran-Owned Business Enterprise" means a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

- (a) at least 51% owned by one or more service-disabled veterans;
- (b) an enterprise in which such service-disabled veteran ownership is real, substantial, and continuing;
- (c) an enterprise in which such service-disabled veteran ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (d) an enterprise authorized to do business in the State of New York and is independently-owned and operated;
- (e) an enterprise that is a small business which has a significant business presence in the State of New York, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the director, but not to exceed 300, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto; and
- (f) certified by New York State's Office of General Services.

Vendor Certification:

Proposer/bidder certifies that to the best of his/her knowledge and belief, all information contained in this application is true and correct.

Name of Vendor: _____

Authorized Signature: _____

Print Name and Title: _____

Date: _____

**IRAN DIVESTMENT ACT CERTIFICATION
NOTICE FOR SOLICITATIONS**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Proposers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Proposer/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the New York State Division of Housing and Community Renewal (DHCR) receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHCR will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DHCR shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DHCR reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

This form must be signed by an authorized executive or legal representative.

Legal Name of Proposer:

Printed Name of Proposer’s Authorized Representative:

Signature: _____

Date: _____



PROCUREMENT LOBBYING PROVISIONS AND FORMS

Policy and Prohibitions Regarding Permissible Contacts during a Covered Procurement

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the New York State Division of Housing and Community Renewal (DHCR) and an offerer/bidder during the procurement process. An offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by DHCR and, if applicable, Office of the State Comptroller to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DHCR/STATE employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the offerer/bidder is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services' website at: <http://www.ogs.ny.gov/BU/PC/SPC.asp>

Contract Termination Provision

DHCR reserves the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DHCR may exercise its termination right by providing written notification to the offerer/bidder in accordance with the written terms of this contract.



**Affirmation of Understanding of
and Agreement Pursuant to
State Finance Law §139-j (3) and §139-j (6) (b)**

Offerer affirms that it understands and agrees to comply with the procedures of DHCR relative to permissible Contacts as required by State Finance Law §§ 139- j (3) and 139-K (6) (b).

Signature: _____ Date: _____

Print Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

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

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

Signature: _____ Date: _____

Print Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____



**Offerer Disclosure of
Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes



6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____
Signature

Name: _____

Title: _____

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or owner's official representative authorized to legally bind the Reporting Entity must certify the truth of the questionnaire answers.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <https://www.osc.state.ny.us/files/vendors/2017-11/vendor-questionnaire-definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor must read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered fully. Each response must provide all relevant information to appropriately explain the answer. If you have concerns as to the legal requirements behind your answers, please seek clarification from your counsel. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity is not required to be identified. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity, or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity. Please refer to the Definitions List for the complete definition.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name*</u>		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone Ext.	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If ‘No,’ indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____ <input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” Enter <u>DUNS</u> Number			

*All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at <https://www.osc.state.ny.us/files/vendors/2017-11/vendor-questionnaire-definitions.pdf>

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?
(Select "N/A," if Principal Place of Business is in New York State.)

☐ Yes ☐ No
☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Service-Disabled Veteran-Owned Business (SDVOB), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?

☐ Yes ☐ No

If "Yes," check all that apply:

- ☐ New York State certified Minority-Owned Business Enterprise (MBE)
☐ New York State certified Women-Owned Business Enterprise (WBE)
☐ New York State certified Service-Disabled Veteran-Owned Business (SDVOB)
☐ New York State Small Business (SB)
☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify Officials and Principal Owners of the Reporting Entity, if applicable. For each person, include name, title, date of birth, and percentage of ownership. For each Business Entity that is a Principal Owner, include name, address, EIN, and percentage ownership. Identify all Business Entities owning 25% or more of the Reporting Entity and include name, address, EIN and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional. Each Business Entity identified as a Principal Owner must also submit a vendor responsibility questionnaire.

If there is no person or Business Entity that owns 25% or more of the Reporting Entity (or 10% or more if the Reporting Entity is publicly traded), check here. ☐

Name of Officials and Principal Owners (for each person, please include a middle initial)	Title	Date of Birth	Percentage Ownership (Enter 0% if not applicable)
Name of each Business Entity owning 25% or more of Reporting Entity	Address	EIN	Percentage Ownership

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☐ Legal Business Entity

Note: If selecting this option, “Reporting Entity” refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF “REPORTING ENTITY” AND “ORGANIZATIONAL UNIT” FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, “Reporting Entity” refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

☐ Yes ☐ No

If “Yes,” enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.
For each person, include name and title. Attach additional pages if necessary.

Name

Title

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each “Other,” provide an explanation which provides the basis for not definitively responding “Yes” or “No.” Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:

3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

For each “Yes” or “Other” provide an explanation for the response and attach additional sheets with numbered responses if necessary:

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

4.0 Been <u>suspended or debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered responses if necessary:

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the reporting entity:

- | | |
|---|--|
| 5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered responses if necessary:

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the reporting entity:

- | | |
|--|--|
| 6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered responses if necessary:

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the reporting entity:

- | | |
|--|--|
| 7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.5 Other than previously disclosed:
a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or
b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered response if necessary:

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000 for any reason, including failure to meet <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , <u>Service-Disabled Veteran-Owned Business</u> , or <u>Disadvantaged Business Enterprise goals</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens, claims</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> , the current status of the issue(s), and the balance of the <u>lien</u> or <u>judgment</u> not yet paid. Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

IX. ASSOCIATED ENTITIES

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.
(See definition of “associated entity” for additional information to complete this section.)*

<p>9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u>?</p> <p>Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either:</p> <ul style="list-style-type: none"> – An <u>Organizational Unit</u>; or – The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies). <p>If “No,” SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.</p> <p>If “Yes,” provide the name, address and EIN of each Associated Entity and its relationship to the <u>Reporting Entity</u>.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for:</p> <p>a) Any business-related activity; or</p> <p>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes,” provide an explanation of the issue(s), the individual involved, their title and role in the <u>Associated Entity</u>, identify the <u>Associated Entity</u>’s name(s), <u>EIN</u>(s), primary business activity, the individual’s relationship to the <u>Reporting Entity</u>, relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s).</p>	
<p>9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u>, New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If “Yes,” provide an explanation of the issue(s), identify the <u>Associated Entity</u>’s name(s), <u>EIN</u>(s), primary business activity, relationship to the <u>Reporting Entity</u>, relevant dates, the Lien holder or Claimant’s name(s), the amount of the <u>lien</u>(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.3 Within the past five (5) years, has any <u>Associated Entity</u>:</p>	
<p>a) Been <u>disqualified</u>, <u>suspended</u> or <u>debarred</u> from any <u>federal</u>, New York State, New York City or other New York local <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>c) Been <u>suspended</u>, <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u>, New York State, New York City or New York local <u>government contract</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>d) Been the subject of an <u>investigation</u>, whether open or closed, by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>e) Been the subject of an indictment, grant of immunity, <u>judgment</u>, or conviction (including entering into a plea bargain) for conduct constituting a crime?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.

(See definition of “associated entity” for additional information to complete this section.)

For each “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

If “Yes,” indicate the question number(s) and explain the basis for the claim.

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone ext.	Fax
Title	Email	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility, contract suspension or contract termination.

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

The undersigned certifies that he/she:

- are knowledgeable about the submitting Business Entity's business and operations;
- have legal authority to bind the Business Entity;
- have read and understand all of the questions contained in the questionnaire, including all definitions;
- have not altered the content of the questionnaire in any manner;
- have reviewed and/or supplied full and complete responses to each question;
- have provided true, accurate and complete responses, including all attachments, if applicable;
- understand that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- are under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Date _____

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Proposer offering to provide services pursuant to this Solicitation process, as a Contractor, joint venture Contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Solicitation does not and will not create a conflict of interest or position the Proposer to breach any other contract currently in force with any agency constituting New York State Homes and Community Renewal (“HCR”)¹.

As such, the Proposer will disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated contractor, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Proposer or former officers and employees of the Proposer or their affiliates, in connection with your rendering services enumerated in this Solicitation.

If a conflict does or might exist, describe how the Proposer would eliminate or prevent it.

Indicate what procedures will be followed to detect, notify HCR of, and resolve any such conflicts.

In addition, the Proposer must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, “Commission”), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Furthermore, the Proposer attests that it will not act in any manner that is detrimental to any HCR project on which the Proposer is rendering services. Specifically, the Proposer attests that:

1. The fulfillment of obligations by the Proposer, as proposed in the response to this Solicitation, does not violate any existing contracts or agreements between the Proposer and HCR;
2. The fulfillment of obligations by the Proposer, as proposed in the response to this

¹ The agencies constituting New York State Homes and Community Renewal include the New York State Housing Finance Agency, Housing Trust Fund Corporation, New York State Affordable Housing Corporation, State of New York Mortgage Agency, State of New York Municipal Bond Bank Agency, Tobacco Settlement Financing Corporation and New York State Housing and Community Renewal.

- Solicitation, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Proposer has with regard to any existing contracts or agreements between the Proposer and HCR;
3. The fulfillment of obligations by the Proposer, as proposed in the response to this Solicitation, does not and will not compromise the Proposer's ability to carry out its obligations under any existing contracts between the Proposer and HCR;
 4. The fulfillment of any other contractual obligations that the Proposer has with HCR will not affect or influence its ability to perform under any contract with HCR resulting from this Solicitation;
 5. During the negotiation and execution of any contract resulting from this Solicitation, the Proposer will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to HCR or the State of New York ("State") as a whole including, but not limited to, any action or decision to divert resources from one HCR or State project to another;
 6. In fulfilling obligations under each of its HCR contracts, if any, including any contract which results from this Solicitation, the Proposer will act in accordance with the terms of each of its HCR contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to HCR or the State as a whole including, but not limited to, any action or decision to divert resources from one HCR or State project to another;
 7. No former officer or employee of HCR who is now employed by the Proposer, nor any former officer or employee of HCR who is now employed by the State, has played a role with regard to the administration of this procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and
 8. The Proposer has not and shall not offer to any employee, member or director of HCR any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Proposer responding to this Solicitation should note that HCR recognizes that conflicts may occur in the future because a successful Proposer may have existing or new relationships. HCR will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name: _____ Title: _____

Signature: _____ Date: _____

This form must be signed by an authorized executive or legal representative

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____



Homes and Community Renewal

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

EEOC Statement

of the

Division of Housing and Community Renewal,
New York State Housing Finance Agency,
State of New York Mortgage Agency,
New York State Affordable Housing Corporation,
State of New York Municipal Bond Bank Agency,
Tobacco Settlement Financing Corporation,
Housing Trust Fund Corporation
(individually, "Agency" and collectively, "Agencies")

It is the goal of the Agencies to ensure compliance with the federal Equal Employment Opportunity Act of 1972, as amended. Respondents with fifteen (15) or more employees responding to this solicitation, must submit a statement disclosing whether the Respondent is currently operating under or negotiating, or has at some time in the last five (5) years operated under or negotiated, a conciliation agreement with the Equal Employment Opportunity Commission ("EEOC"); has been, at some time in the last five (5) years, or is currently the subject of a civil action brought against it by the EEOC; has been, at some time in the last five (5) years, or is currently the subject of an action brought against it by the EEOC for permanent, temporary or preliminary relief; has operated, at some time in the last five (5) years, or is currently operating under an order of a court to take affirmative action as a result of a civil action brought against it by EEOC.

Please answer the above question either in the affirmative or negative.

_____ Respond YES or NO.

If YES, provide explanation:

Respondent's Signature

Date of Respondent's Signature

Print Name of Respondent

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Appendix B

SAMPLE CONTRACT

LEGAL SERVICES AGREEMENT

AGREEMENT made as of the ____ day of [month, year], by and between [name of firm] ("Firm"), a law firm with an office at [address of firm], and the NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL ("DHCR" or "Agency" or "State"), with its principal offices at Hampton Plaza, 38-40 State Street, Albany, New York 12207.

WITNESSETH:

WHEREAS, on November 10, 2022, DHCR issued a solicitation for a cloud-based solution that will modernize DHCR's current legacy systems and manual processes, herein referred to as the Rent Regulation System Modernization ("RRSM") project ("2022 RFQ"); and

WHEREAS, DHCR remains in an active 2022 RFQ solicitation process for the RRSM project; and

WHEREAS, on May 8, 2023, DHCR issued a request for proposals seeking law firms with an expertise in the area of information technology ("IT") law to assist DHCR with the contract to be awarded to the successful respondent of the RRSM project ("2023 RFP"); and

WHEREAS, as a result of this 2023 RFP process, DHCR desires to engage the Firm to provide legal services in the area of IT law for, and in connection with, the tentative awardee of the 2022 RFQ; and

WHEREAS, the Firm is qualified to provide such legal services; and

WHEREAS, the Firm is capable of handling the legal services to be provided under this Agreement in an expedited and skillful manner; and

WHEREAS, the Firm is willing to provide such legal services to DHCR on a contract basis including, but not limited to, such oral and written reports as may be requested by DHCR;

NOW, THEREFORE, in consideration of the foregoing and the covenants and conditions set forth herein, the parties hereto agree as follows:

1. Scope of Services.

The Firm shall provide legal services to DHCR in connection with the 2022 RFQ (a) in the area of information technology law, which may include, but is not limited to, reviewing and assisting DHCR with the negotiations of the terms and provisions of the RRSM contract and the service level agreement.

Furthermore, the Firm is also subject to the following Outside Counsel provisions:

- a. Opinions prepared by retained attorneys or law firms, i.e., the Firm, construing the statutes or Constitution of the State of New York (“State”) do not constitute the opinion of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York.
- b. The retained attorney or law firm, i.e., the Firm, will represent the State of New York in judicial litigation related to the services to be provided under this Agreement only when such services are specifically requested by the State Agency’s counsel and approved by the Attorney General. Such approval must be requested separately for each matter to be litigated and must be received prior to the commencement of services therefor.

2. Relationship of the Parties.

The relationship of the Firm to DHCR shall be that of an attorney and client. Nothing herein shall be construed as limiting or amending the attorney-client privileges afforded by law.

The Firm is and shall be, in all respects, an independent contractor in performing services pursuant to this Agreement. In accordance with such status as an independent contractor, the Firm covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of the Agency or the State by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Agency or the State, including but not limited to workers’ compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.

3. Conflicts of Interest.

The Firm hereby covenants and represents that there is not and shall be no actual or potential conflict of interest that could prevent the Firm's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement and any other contract or employment; and the Firm shall have a duty to notify the Agency promptly of any actual or potential conflicts of interest in all that it does to serve the purpose of this Agreement and its intent.

The Firm warrants that it has performed conflicts checks and has determined that it may, under applicable ethics rules, perform the anticipated services. It further warrants that it is not involved in any litigation or administrative proceeding(s) to which it is a party that would either: a) materially impair its ability to perform the services outlined herein or b) materially and adversely affect its financial ability to perform the services outlined herein if decided in an adverse manner.

4. Compensation.

The Agency agrees to pay the Firm for reasonably required work performed in a satisfactory manner at the following hourly discounted rates:

SERVICES	FEES
For partners and/or counsel	Up to \$XXX per hour or the actual hourly billing rate for partner and/or counsel (<i>i.e., the lesser of the two</i>)
For senior associates (<i>in practice four (4) years or more</i>)	Up to \$XXX per hour or the actual hourly billing rate for associates (<i>i.e., the lesser of the two</i>)
For junior associates (<i>in practice less than four (4) years</i>)	Up to \$XXX per hour or the actual hourly billing rate for junior associates (<i>i.e., the lesser of the two</i>)
For paralegals/legal assistants	Up to \$XXX per hour or the actual hourly billing rate for paralegal/ legal assistant (<i>i.e., the lesser of the two</i>)

Prior to the commencement of work on any matter for the Agency, the Firm shall identify in writing, for approval by the Agency, all attorneys and paralegals assigned to any such matter, together with the corresponding hourly rates.

In the alternative, the Agency and the Firm may agree on a lower rate or fixed fee for a particular matter.

In addition, the Agency agrees to pay the actual cost of all other expenses requested by the Firm or reasonably incurred in the performance of the legal services in accordance with Section 1 of this Agreement. The Agency will not be charged for any travel or lodging costs without its prior written consent. The Agency will not be charged for any research expenses, costs or fees paid or incurred by the Firm with respect to third party databases or on-line services (e.g., Westlaw or LexisNexis) without the prior written consent of the Agency.

5. Payment Process and Accounting Procedures.

Invoices for payment must be accompanied by a statement from a partner of the Firm certifying that the bill presented represents services actually performed exclusively for the Agency. Each invoice shall include a schedule, by transaction, and each schedule shall include: (a) a description of the tasks performed by each person assigned to that particular matter, identified by name and title; (b) the time each identified person devoted to each task; (c) the number of hours worked by each identified person; and (d) specific identification of reasonable expenses for which the Firm seeks reimbursement.

Invoices for payment must be submitted by the Firm, in pdf format, by email, to [TO BE INSERTED]. Invoices must include the Firm's Federal Employer Identification Number ("FEIN") or Social Security Number if Firm does not have a FEIN. All invoices must be submitted within sixty (60) days of the date of services provided.

Payment received hereunder shall be full and complete satisfaction of any and every claim resulting from the approved items in such requisition.

6. Supervision of Services.

DHCR may, upon prior notification, call meetings which shall be attended by representatives of the Firm.

The Firm will cooperate with DHCR at all times during the performance of Legal Services and promptly study and act upon all DHCR recommendations and proposals.

The Firm shall cooperate with DHCR in promptly completing and submitting all documents and records required by DHCR or other authorized representative of the State of New York ("State") and otherwise comply with all orders, administrative rules, regulations and procedures of DHCR for the proper administration of legal services.

7. Warranties.

The Firm warrants that it will perform services in good faith and in a workmanlike and professional manner in accordance with the applicable professional standards. The warranties expressly set forth in this Agreement are in lieu of all other warranties, expressed or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The Firm warrants that its services shall be performed in accordance with applicable professional standards and that the Firm shall correct, at no charge to the Agency or the State, services which fail to meet applicable professional standards, and which result in obvious or patent errors in the progression of its work.

8. Indemnification and Liability.

The Firm shall be fully liable without monetary limitation for any act or omission of the Firm, its employees, subcontractors and agents, and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury, death and damage to real or tangible personal property or intellectual property caused by fault or negligence of the Firm, its employees, subcontractors or agents arising from the Firm's performance of the Contract, provided, however, that the Firm shall not be obligated to indemnify the State for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act by the State or the acts of third parties, other than those provided by the Firm to perform under this Agreement.

In connection with the foregoing, the State shall give the Firm: (i) prompt written notice of any action, claim or threat of suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Firm's sole expense, and (iii) assistance in the defense of any such action at the expense of the Firm. Notwithstanding the foregoing, the State reserves the right to join such action, claim, or threat of suit, at its sole expense, when it determines there is an issue involving a significant public interest.

9. Termination.

This Agreement shall take effect on insert date and shall remain in force for six months, unless terminated at will by the Agency upon thirty (30) days prior written notice. This Agreement includes two optional three-month renewals, subject to approval by the State's Attorney General. In the event of termination by the Agency, the Firm will be entitled to payment for services rendered, and actual out-of-pocket expenses incurred (subject to the limitations set forth in Section 4 above), to the date of termination in accordance with the provisions of this Agreement.

10. Insurance.

The Firm and its subcontractors, if any, are required to provide and maintain, at its (their) sole cost and expense, the insurance requirements at the minimum limits specified herein during the term of the Agreement and for two (2) years after completion of work. All required insurance policies shall be maintained with insurance companies licensed within the State of New York and holding an AM Best rating of no less than A-VIII. Said policies shall contain a provision that coverage will not be canceled, non-renewed or materially changed, until at least thirty (30) days' prior written notice has been provided to DHCR. DHCR shall be named as Additional Insured. The Firm (and its subcontractors, if any) agrees to have included in each of the above policies for the Firm's subcontractors, a waiver of the insurer's right of subrogation against the Additional Insured.

The Firm (and its subcontractors, if any) shall furnish to DHCR evidence of the following insurance requirements upon execution of this Agreement and upon thirty (30) days prior to the expiration date of said policies:

- A. Worker's Compensation Insurance and Disability Benefits Coverage providing statutory benefits for the Firm and the Firm's Parties' (*defined as the Firm and those working on its behalf being, i.e., subcontractors and vendors*) employees and Employee's Liability coverage in an amount that is no less than One Million Dollars (\$1,000,000).

Proof of Compliance with Workers' Compensation Coverage Requirements:

- a. CE-200 – Certificate of Attestation for New York Entities with No Employees and Certain Out-of-State Entities that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; or
- b. C-105.2 – Certificate of Workers' Compensation Insurance (*or U-26.3 if insured through the State Insurance Fund*); or
- c. SI-12 – Certificate of Workers' Compensation Self-Insurance (*or GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance*); or
- d. Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- a. CE-200 – Certificate of Attestation for New York Entities with No Employees and Certain Out-of-State Entities that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; or
- b. DB-120.1 – Certificate of Disability Benefits Insurance; or
- c. DB-155 – Certificate of Disability Benefits Self-Insurance.

B. Professional Liability Insurance/ Errors and Omissions Liability Insurance.

The Firm, and any subcontractor retained by the Firm to work on this Agreement, shall procure and maintain during and for a period of three (3) years after completion of the Agreement, Professional Liability Insurance/Errors and Omissions Liability Insurance in the amount that is no less than One Million Dollars (\$1,000,000) issued to and covering damage for liability imposed on the Firm by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Agreement. The Professional Liability Insurance/Errors and Omissions Liability Insurance may be issued on a Claims-Made Policy form, in which case the Firm shall purchase, at its sole expense, Tail Coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

C. Data Breach and Privacy Liability Insurance (Cyber Insurance).

The Firm shall maintain, during the term of the contract, Data Breach and Privacy Liability Insurance ("Cyber Insurance") including coverage for failure to protect confidential information and failure of the security of the Firm's computer systems or the DHCR's systems due to the actions of the Firm which results in unauthorized access to DHCR or its data. The Firm shall carry and maintain applicable coverage in the amount no less than One Million Dollars (\$1,000,000). The Cyber Insurance shall provide coverage for damages arising from, but not limited to the following: (i) breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information; personally identifiable information ("PII") (*e.g., medical, financial, or personal in nature in electronic or non-electronic form*); (ii) privacy notification costs; (iii) regulatory defense and penalties; (iv) website media liability; and (v) cyber theft of customer's property, including but not limited to data, PII, money and securities.

If the policy is written on a Claims-Made basis, the Firm must provide to DHCR proof that the policy provides the option to purchase Tail Coverage providing coverage for no less than one (1) year after work is completed in the event that coverage is canceled or not renewed.

D. Certificate of Insurance.

Certificates of Insurance, or Claims-Made Policy forms, for all of the aforementioned coverage shall be in accordance with the New York State Insurance Law and provided to DHCR upon execution of this Agreement.

11. Equal Opportunity Requirements and Procedures.

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

12. Subject to Approval by NYS Attorney General.

This Agreement is subject to Approval of the New York State Attorney General (“OAG”). If the value of this Agreement exceeds \$50,000 in amount, this Agreement is also subject to approval of the New York State Comptroller (“OSC”). This Agreement and any subsequent amendments to this Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the Offices of the Attorney General and State Comptroller.

13. Compliance with Procurement Rules

- A. By execution of this Agreement, the Firm certifies that information provided to the State of New York with respect to the Vendor Responsibility Questionnaire, and Procurement Lobbying Certifications is complete, true and accurate.
- B. The Firm hereby acknowledges that any misrepresentation of fact in the Questionnaire and attachments, or in any Firm responsibility information that may be requested by the Agency, may result in termination of this Agreement.

The Firm shall at all times during the contract term remain responsible. During the term of this Agreement, any changes in the provided Questionnaire shall be disclosed to the Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Agreement. Furthermore, the Firm agrees, if requested by the Agency, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Agency, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the responsibility of the Firm. This includes the Agency's right to terminate this Agreement in the event the Agency finds that the certification made by the Firm in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete. In the event of such suspension, the Firm will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Firm must comply with the terms of the suspension order. Contract activity may resume at such time as the Agency issues a written notice authorizing a resumption of performance under this Agreement.

Upon written notice to the Firm, and a reasonable opportunity to be heard with the appropriate Agency officials or staff, this Agreement may be terminated by the Agency, at the Firm's expense where the Firm is determined by the Agency to be non-responsible. In such event, the Agency may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

- C. Nothing in this section shall be interpreted to limit or expand the Agency's obligations pursuant to N.Y. Public Officers Law Article 6 and 6-a, the Freedom of Information Law and Personal Privacy Protection Law, respectively. Similarly, nothing in this section shall be interpreted to limit or expand the applicability of either laws or exemptions to disclosure of records possessed by the Agency.
- D. The Firm and its staff must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. Failure to comply with these requirements may result in termination of the Agreement and/or other civil or criminal proceedings as required by law.

14. Exhibits and Appendices.

1. Exhibit A Standard Clauses for New York State Contracts
2. Exhibit B This Agreement—as it appears prior to the signature page incorporated herein

15. Entire Agreement

This Agreement, together with Exhibit A, constitutes the entire agreement between the Firm and DHCR with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements.

In the event of any discrepancy, disagreement or ambiguity among the following documents they shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

1. Exhibit A – Standard Clauses for New York State Contracts
2. Exhibit B—this Agreement—as it appears prior to the signature page incorporated herein; and

-REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY-

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered in the State of New York, all as of the day and year first above written.

AGREED TO AND ACCEPTED TO:

[Name of Firm]

By: _____

[Name of Partner/Person authorized to bind Firm to this Agreement]

Partner

Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

STATE OF NEW YORK)

) SS.:

County of _____)

On the ____ day of ____, ____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary): _____

AGREED TO AND ACCEPTED TO:

DIVISION OF HOUSING AND COMMUNITY RENEWAL

Approved as to Form:

By: _____

[Insert Name]

[Insert Title]

Date: _____

By: _____

Sheldon Melnitsky

Deputy Counsel

Date: _____

Approval by the Office of the New York State
Attorney General:

By: _____

Name:

Title:

Date:

EXHIBIT A

SAMPLE