



# Homes and Community Renewal

Andrew M. Cuomo, Governor

RuthAnne Visnauskas, Commissioner/CEO

## **EMERGENCY** Request for Proposals

for

**Federal COVID Emergency Rental Assistance Administration in  
New York State**

**Request for Proposal Issuance Date:**

**January 13, 2021**

**Proposal Submission Deadline:**

**January 27, 2021, 12pm, EST**

**Number: HCR-RFP-210113**

### **HOUSING TRUST FUND CORPORATION**

**HAMPTON PLAZA  
38-40 STATE STREET  
ALBANY, NEW YORK 12207  
[www.hcr.ny.gov](http://www.hcr.ny.gov)**

**Table of Contents**

# Table of Contents

- 1. Introduction ..... 4
  - 1.1 Housing Trust Fund Corporation..... 4
  - 1.2 Federal Rental Administration ..... 5
- 2. Purpose..... 5
- 3. Assessment of Practices relating to Diversity and Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) ..... 6
  - 3.1 Minority- and/or Women-Owned Business Enterprise Participation ..... 6
  - 3.2 Service-Disabled Veteran-Owned Business Enterprise Participation ..... 7
  - 3.3 MWBE and SDVOB Partner/Subcontractor Interest ..... 7
- 4. Primary Contractor and Subcontractor(s) Team ..... 7
- 5. RFP Timeline ..... 8
- 6. Intent to Submit Proposal..... 9
- 7. Minimum Qualifications ..... 9
- 8. Scope of Services (Scope of Work)..... 10
- 9. Contents of Proposals ..... 10
  - 9.1 TAB 1: Application Coversheet and Cover Letter (4 pages) ..... 11
  - 9.2 TAB 2: Technical Proposal (10 pages)..... 11
    - 9.2.1 Proposer Experience..... 11
    - 9.2.2 Proposal Narrative..... 12
    - 9.2.3 Staffing Plan ..... 13
  - 9.3 Tab 3: Cost Proposal (2 pages)..... 14
  - 9.4 Tab 4: Administrative Proposal ..... 17
  - 9.5 TAB 5: Diversity and SDVOB Proposal ..... 20
- 10. Questions and Answers..... 21
- 11. Amendments and Addenda ..... 21
- 12. Proposal Submission Requirements..... 22
- 13. Evaluation of Proposals..... 22
- 14. Award of Contract..... 23
- 15. Compliance with all Federal and NYS Requirements ..... 24
- 16. Nondisclosure and Confidentiality..... 24
  - A. NONDISCLOSURE & CONFIDENTIALITY ..... 24
  - B. INFORMATION RELEASES ..... 28
  - C. BREACHES OF NYS CONFIDENTIAL INFORMATION ..... 29

D. DATA TRANSPARENCY, ACCESSIBILITY, MIGRATION, and DESTRUCTION AT END OF CONTRACT .....	32
E. AUDITS OF CONTRACTOR'S SECURITY CONTROLS .....	33
F. SAFEGUARDING FEDERAL TAX INFORMATION .....	34
17. Hosted Services ("Cloud") Requirements and Security .....	36
Attachment 1 .....	49
Attachment 2 .....	50
Attachment 3 .....	46
Statement of Work (Scope of Services).....	46
FUNCTIONAL REQUIREMENTS.....	59
PART IIA: CUSTOMER FACING PORTALS.....	59
B1. Case Management .....	62
B2. Financial Transaction Management .....	64
General.....	64
Payments .....	64
Reporting and Data Analytics .....	67
1.1 Document Imaging and Content Management.....	68
a. Information Security and Privacy .....	69
b. Interoperability .....	69
c. Performance .....	70
d. Capacity/Scalability .....	70
e. Availability .....	70
f. Usability .....	70
g. Accessibility .....	70
h. Auditing.....	70
i. Branding .....	70
j. Data Entry and Editing .....	70
k. Multilingual Support .....	71
l. Use via Mobile Devices .....	71
m. Workflow/Alert/Notification .....	71
n. Data Retention.....	71
o. Data Analytics (Technology) .....	71
p. Data Transfer and Archiving .....	71
Engagement/Project Management .....	73
Solution Design and Development.....	74
q. Information Security .....	74

r. Testing .....74

s. Production Rollout.....75

t. Organizational Change Management and End User Training .....75

u. Hosting (Including Business Continuity and Disaster Recovery) .....76

v. Operations and Maintenance .....77

    i. Solution Maintenance Services.....77

w. Systems Change Management.....78

Attachment 4 .....79

Attachment 5 .....80

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# HOUSING TRUST FUND CORPORATION

## EMERGENCY REQUEST

### FOR PROPOSALS FOR

### FEDERAL RENTAL ASSISTANCE ADMINISTRATION IN THE STATE OF NEW YORK

**IMPORTANT NOTICE:** A Restricted Period under the Lobbying Procurement Law is currently in effect for this procurement process and will remain in effect until approval of the Contract(s). Proposers are prohibited from Lobbying Procurement Law Contacts related to this procurement process with any employee of the Housing Trust Fund Corporation (“HTFC” or “Agency”), or its Affiliates,<sup>1</sup> other than the Designated Contact Officer listed below.

Lobbying Procurement Law Designated Contact Officer:

Stacey C. Mickle, Treasurer  
New York State Homes and Community Renewal  
Housing Trust Fund Corporation  
38-40 State Street  
Albany, New York 12207  
Email: [Stacey.Mickle@nyshcr.org](mailto:Stacey.Mickle@nyshcr.org)

If you have inquiries regarding this request for proposals (“RFP”) or would like to contact HTFC regarding matters not relating to Lobbying Procurement Law Contacts, please contact Lisa G. Pagnozzi at [Lisa.Pagnozzi@nyshcr.org](mailto:Lisa.Pagnozzi@nyshcr.org) or Philip Chu at [Philip.Chu@hcr.ny.gov](mailto:Philip.Chu@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 “Federal Rental Assistance Administration 2021.”

## 1. Introduction

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[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”) including the Housing Trust Fund Corporation (“HTFC” or the “Agency”). HCR includes other agencies (“Affiliates”) not involved in this request for proposals (“RFP”) process.

### 1.1 Housing Trust Fund Corporation

The [Housing Trust Fund Corporation](#) was established as a subsidiary public benefit corporation of the New York State Housing Finance Agency. HTFC’s mission is to further community development through the construction, development, revitalization and preservation of low-income housing, the development and preservation of businesses, the creation of job opportunities, and the development of public infrastructures and facilities. For further information regarding HTFC and its programs, visit HTFC’s website at <https://hcr.ny.gov/housing-trust-fund-corporation>.

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<sup>1</sup> Affiliates shall mean the New York State 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 Finance Agency and Tobacco Settlement Financing Corporation.

## 1.2 Federal Rental Administration

The United States Consolidated Appropriations Act of 2021 (the “Act”) was passed into law on December 21, 2020. The Act included an allocation of \$25 billion for Emergency Rental assistance nationwide to be distributed to states based on the state’s proportional rate of the total US population according to 2019 Census data; local governments may access up to 45 percent of a state’s allocation. Treasury must disburse payments to states and local grantees within 30 days of enactment. Under the Act no less than 90% of these funds must be used to provide rental Housing Assistance Payments (“HAP”) or other housing-related assistance by either State or Local Governments. It is New York State’s intention to find an administrator for this program that maximizes efficiencies and leverages administrative force multipliers to ensure that more than 90 percent of all funds reach New Yorkers in need. It is anticipated that New York State will receive approximately \$1.3 billion; however, this amount could be less if localities request their own direct allocations from the Treasury Department. The program will provide HAP to landlords on behalf of low income households, including payment of rent arrears and future rent. Statutory eligibility requirements include:

- Renter households with incomes no more than 80 percent of area median income (AMI);
- One or more individual(s) in the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and
- One or more individual(s) in the household can demonstrate a risk of experiencing homelessness or housing instability which may include: (i) a past due utility or rent arrears notice or an eviction notice; (ii) unsafe or unhealthy living conditions; or (iii) any other evidence of such risk as determined by HTFC

Households with incomes of no more than 50 percent of AMI and in which one or more household member(s) is unemployed and has been unemployed for 90 days will be prioritized. Tenants may be paid directly in instances where landlord is unresponsive or uncooperative.

In New York State, HTFC administers rental assistance on a statewide basis, including federal Section 8 project-based and tenant-based assistance. In 2020, HTFC disbursed CARES Act funds set aside by the State Legislature to provide emergency rental assistance through the State’s COVID Rent Relief Program (“COVIDRRP”) to low income households who lost income during the pandemic. COVIDRRP will close out early in 2021. HTFC will also administer rental assistance funds received by New York State in 2021 as a result of the Act.

## 2. Purpose

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**This is an emergency procurement and is therefore being conducted on an expedited basis. The selected Vendor (“Vendor” or “Contractor” or “Proposer”) must be prepared to mobilize quickly to ensure New Yorkers receive timely and critical rental assistance. Eligibility and program requirements for this program are still being developed and subject to change.**

HTFC seeks a Vendor(s) (singularly or collectively, “Vendor” or “Proposer”) to provide for and oversee the staffing, technology, and overall program delivery required to properly disburse federally-funded HAP on behalf of low income renters across New York State, pursuant to the Act and within the guidelines of the Program. The selected Vendor will under HTFC’s supervision deliver an applicant portal, a landlord portal, a case management system, respond to inquiries, accept and review applications, and determine eligibility based on the requirements of the Act, the HTFC Administrative Plan for this Program, any rules and guidance promulgated by the federal Department of Treasury, and all other applicable federal or State law. The Vendor

will also be responsible for standing up and running a call center to field inquiries from applicants, potential applicants and landlords. It is the selected Vendor's responsibility to remain current on all requirements.

The number of applications, level of funding, and households served is subject to change and could vary significantly during 2021 based on a wide variety of factors. However, the selected Vendor will be responsible for delivering all necessary services to properly disburse the funding available in compliance with the applicable rules.

Proposers may bid on up to two components, each of which are described in detail in the Statement of Work ("SOW"):

- I. Program Management and Staffing**
- II. Technology Solution**

A Proposer may choose to bid on one or both of the two components. Proposers are encouraged to consider teaming with subcontractors to provide a comprehensive and seamless approach.

To bid on the first component, the Proposer must provide a fixed weekly price for their management costs, and hourly rates for employees engaged in the actual delivery of services. Both of these costs will then be projected over 12 weeks. For the second component, the Proposer must provide a fixed cost for development and implementation of the proposed technology solution, and then an estimated cost for 12 weeks for any re-occurring costs, such as licensing, maintenance, etc.

Subject to applicable state and local law, this procurement may also be utilized to satisfy competitive bidding requirements for local government entities permitted to directly access funds and administer Emergency Rental assistance, pursuant to the Act. The successful Vendor may be asked to consider performing work on behalf of such local governments. In that event, additional requirements may apply, but such requirements will not be construed as altering the Vendor's responsibilities to HTFC pursuant to the terms of this RFP.

In accordance with the Act, the requirements of this RFP were developed with the knowledge that was available to HTFC at the time of issuance of the RFP (i.e., "Best Efforts"). If further requirements are made known to HTFC after the issuance of the RFP, but before the deadline for submission of proposals, HTFC will make known such requirements by posting an addendum to HTFC's procurement opportunities' webpage. If further requirements are made known to HTFC after submission of proposals, but prior to contract award, HTFC will distribute that information to all proposers.

### **3. Assessment of Practices relating to Diversity and Service-Disabled Veteran-Owned Business Enterprises (SDVOBs)**

HTFC has determined, pursuant to New York State Executive Law Articles 15-a ("Article 15-A") and 17-b ("Article 17-B"), respectively, 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 SDVOB practices of Proposers responding to this RFP is practical, feasible, and appropriate.

#### **3.1 Minority- and/or Women-Owned Business Enterprise Participation**

HTFC is committed to awarding contracts to firms that are dedicated to Diversity and provide high-quality services. HTFC strongly encourages firms that are certified as MWBEs by the State's Empire State Development ("ESD") to submit responses to this RFP.

HTFC is required to implement the provisions of Article 15-A and 5 NYCRR, Parts 142-144 (“MWBE Regulations”) for all contracts of HTFC, as defined therein, with a value exceeding \$25,000. For assistance identifying MWBE partners, review the [NYS MWBE Directory of Certified Firms](#), hyperlinked herein.

For purposes of this solicitation, HTFC 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”).

### **3.2 Service-Disabled Veteran-Owned Business Enterprise Participation**

HTFC is committed to awarding contracts to SDVOBs that provide high-quality services. HTFC strongly encourages firms that are certified as SDVOBs by the State’s Office of General Services (“OGS”) to submit responses to this RFP.

HTFC is required to implement the provisions of Article 17-B for all HTFC contracts, as defined therein, with a value exceeding \$25,000. For assistance identifying SDVOB partners, review the [NYS SDVOB Directory of Certified Firms](#), hyperlinked herein.

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

### **3.3 MWBE and SDVOB Partner/Subcontractor Interest**

State-certified MWBEs and SDVOBs may request that their firm’s contact information be included on a list of MWBE and SDVOB firms interested in serving as a subcontractor. The listing will be publicly posted on HTFC’s website for reference by the bidding community. A firm wishing to be included on this list should email their contact information and a copy of their State MWBE certification and/or State SDVOB certification to [Lisa.Pagnozzi@nyshcr.org](mailto:Lisa.Pagnozzi@nyshcr.org). Nothing prohibits an MWBE or SDVOB firm from submitting a proposal as a prime contractor.

## **4. Primary Contractor and Subcontractor(s) Team**

A Proposer may subcontract with other entities including, but not limited to MWBEs and SDVOBs, to provide HTFC with the Statement of Work section of this RFP. The Proposer must be the lead vendor (“Primary Contractor”) that will serve as the legal contracting entity with which HTFC will enter into a contract if its proposal is selected. If the proposal includes products or services from any other participating vendors, it is understood that those vendors will serve as subcontractors to the Primary Contractor.

For purposes of evaluating proposals and developing the intended agreement between HTFC and the Primary Contractor, all contributions to the project from both the Primary Contractor and its subcontractor(s), including skills, attributes, and products, will be considered as the total proposal put forth by the Proposer or Primary Contractor.

All necessary communications will be directed to the Primary Contractor.

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## 5. RFP Timeline

HTFC reserves the right to modify this schedule at its discretion. Notification of changes in connection with this RFP will be posted and made available to all interested parties via HTFC's webpage at: <https://hcr.ny.gov/procurement-opportunities>.

**Calendar of Events and Milestones**

<b>Event</b>	<b>Date</b>
Issuance of RFP	January 13, 2021
Pre-bid Conference via WebEx#	January 15, 2021 at 2:00pm, Eastern Standard Time (EST), see WebEx Information below
Deadline for RFP Questions	January 20, 2021
Anticipated Date for RFP Responses	January 21, 2021
Deadline for Submission of Proposals	January 27, 2021 by 12 p.m. EST
Interview(s) (if necessary)	To be determined
Anticipated Selection Date*	February 1, 2021

**\*Subject to the approval of the HTFC Board.**

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The Rental Assistance RFP Pre-bid Conference has been scheduled for January 15, 2021 at 2:00pm, Eastern Standard Time (EST).

Registration is required for each attendee.

To receive a registration form, please email [Philip.Chu@hcr.ny.gov](mailto:Philip.Chu@hcr.ny.gov). The subject line of the email should indicate "Rental Assistance RFP Pre-bid Conference Registration Request."

Registration requests should be submitted by January 15, 2021 at 12:00pm, Eastern Standard Time (EST). Registration forms will be emailed on 12:15 EST on the day of the conference.

Please note that the conference will be recorded for agency use only. By registering and attending the pre-bid conference, participants give consent to having their contact information shared on the HCR's public website.

Rental Assistance RFP Pre-bid Conference  
Hosted by Philip Chu

<https://meetny.webex.com/meetny/j.php?MTID=m9c6117ce090830e1edc05e221e0f4960>  
Friday, Jan 15, 2021 2:00 pm | 1 hour 30 minutes | (UTC-05:00) Eastern Time (US & Canada)  
Meeting number: 178 408 4266  
Password: RARFP2021

Join by video system  
Dial [1784084266@meetny.webex.com](tel:1784084266)  
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone  
+1-518-549-0500 USA Toll  
Access code: 178 408 4266

## 6. Intent to Submit Proposal

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Proposers are strongly encouraged to complete an *Intent to Submit Proposal* form, attached hereto as Attachment 1, and to submit the form via email to [Lisa.Pagnozzi@nyshcr.org](mailto:Lisa.Pagnozzi@nyshcr.org), with the subject line "*Intent to Submit Proposal – Federal Rental Assistance Administration*".

The *Intent to Submit Proposal* form is discretionary and, as such, is not binding in any way.

## 7. Minimum Qualifications

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The Proposer must meet the minimum qualifications and/or requirements indicated below. Failure to do so will result in the rejection of the proposal. Proposers are permitted to use a teaming approach to meet the qualifications, whereby the primary contractor and its subcontractors experience are considered in aggregate. In this event, a teaming agreement must be in place, and that teaming agreement may not be altered or dissolved during the life of the contract unless approved by HTFC.

**I. Program Management and Staffing** – For Vendors bidding on this component, the Proposer must have at least one successful, current or previous contractual engagement within the past 10 years with a federal, state or local government agency (“Agency Client”) that demonstrates each of the following:

- Demonstrated expertise in the delivery of federal Section 8 or any other permanent or temporary, federally-funded rental assistance program. This may include administration of a COVID rent relief program implemented by a state or locality with CARES Act funds;
- Staffing and operation of a Call Center or Customer Service line related to a government program or service; and
- Staffing and operation of a Case Management Team to receive/process applications for a government program or service.

In Tab I, Application Coversheet, referenced in Section 9 of this RFP, provide the name of the Agency Client together with the name, address, telephone number and email address of the Agency Client’s contact person that can speak with authority to the Proposer’s performance under the contractual engagement.

**II. Housing Technology Solution** – For Vendors on this component, the Proposer must have at least one successful, current or previous contractual engagement within the past 10 years with an Agency Client to design, build and maintain both a secure, client-facing, web-based application portal and a back-office, case management data system to oversee the administration *for one or more* of the following programs:

- Federal project based or tenant based Section 8;
- Emergency or temporary rental assistance; and/or
- COVID emergency rental assistance.
- The application of a current Custom Off the Shelf Product for the purposes of administering a housing program.

In Tab I, Application Coversheet, referenced in Section 9 of this RFP, provide the name of the Agency Client together with the name, address, telephone number and email address of the Agency Client’s contact person that can speak with authority to the Proposer’s performance on the contractual engagement.

## **8. Scope of Services (Scope of Work)**

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The Scope of Services for this RFP is attached hereto as Attachment 3.

## **9. Contents of Proposals**

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The Proposer is advised to thoroughly read and follow all instructions in this RFP. Proposals that do not comply with these instructions, or who do not meet the full intent of all the requirements of this RFP, may be subject to scoring reductions during the evaluation process or may be deemed non-responsive.

HTFC does not require, nor desire, any promotional material that does not specifically address the proposal requirements in this RFP.

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. A complete proposal will include all Tabs described below. Each Tab must be electronically bookmarked with the tab number together with the title of the tab and must be presented in the exact order requested in this RFP.

All materials submitted in response to this RFP shall become the property of HTFC. HTFC will not be liable for any costs incurred by any Proposer pertaining to the preparation and submittal of any written response or for participation in an interview/demonstration in response to this RFP. Proposals are subject to disclosure under NYS Public Officers Law § 87 (“Freedom of Information Law”).

The Proposer’s proposal must contain responses to the items listed below. No handwritten materials will be accepted for any portion of the proposal. Tabs One through Three must be typed and submitted on one-sided, 8.5 x 11 inch pages with standard margins and in 12-point font. Page limits are listed with each of the first three tabs.

## **9.1 TAB 1: Application Coversheet and Cover Letter (4 pages)**

The Proposer must submit the application coversheet and cover letter in the order and format in Attachment 5.

## **9.2 TAB 2: Technical Proposal (10 pages)**

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

The purpose of the Technical Proposal is to provide the Proposer an opportunity to demonstrate its qualifications, experience and competence to undertake the Statement of Work described in Attachment 3, in a manner which complies with the requirements of this RFP. Proposals shall specifically detail a Proposer’s qualifications and experience in providing services sought by HTFC (including the experience of its subcontractor(s), if applicable).

### **9.2.1 Proposer Experience**

The Proposer shall provide a description of the relevant experience for the Primary Contractor and all subcontractors listed. Proposers shall only list experience that is relevant to this RFP. Relevant experience is defined as current or prior contractual engagements in which the Proposer (or a subcontractor engaged through a teaming agreement) performed services that are the same or similar to at least one of the two components listed in the Statement of Work for this RFP on behalf of a government entity within the last ten (10) years.

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The Proposer shall use the format below to describe each relevant engagement:

**Engagement 1**

<b>Name of Agency Client (government entity holding the contract)</b>	
<b>Name of Reference for this engagement:</b>	
<b>Contact Phone:</b>	
<b>Contact Email:</b>	
<b>Contractor Name: (must either be Proposer or subcontractor listed in Tab 1)</b>	
<b>Start Date of Engagement:</b>	
<b>End Date of Engagement:</b>	
<b>What type of services were provided (check all that apply)</b>	
I. Program Management and Staffing	
II. Technology Solution	
<b>What type of expertise does this engagement demonstrate (check all that apply):</b>	
Expertise in the delivery of federal Section 8, COVID rental assistance other rental assistance	
Operation of Call Center for government program	
Operation of a Case Management Team/program to receive/process applications	
Delivery of web-based application portal/back office case management system.	
<b>Provide a short description of the work provided for this engagement</b>	
<b>List any compliance monitoring or audit findings that pertain to the work performed (HTFC reserves the right to require follow-up documentation regarding such findings)</b>	
<b>What were Key Performance Indicators/milestones for the Contract, and were they achieved?</b>	

**9.2.2 Proposal Narrative**

The Proposer must provide a detailed written narrative describing in detail how the Proposer and its subcontractors will deliver the work described in the SOW within the implementation timeline.

- I. Program Management and Staffing – Describe what the approach is for hiring, ongoing training and supervising staff. How will work be organized among the subcontractors and staff? What internal controls will be in place for quality control and financial management? What efficiencies has the Proposer developed from past engagements that may be applied here? How will staff performance be measured and tracked? Feel free to include process flow chart and diagrams. Include any other information that may be relevant to the success of the Program.
  
- II. Technology Solution – Describe in detail the specifications and features of the technology solution proposed. Please specify whether the proposed solution is a Custom off the Shelf (“COTS”) product, a custom built product already in use, or a new product that must be developed. How much design/re-design will be required to meet the requirements of the SOW. For existing products, describe where the solution is currently in use, and how it has improved both applicant experience and case management efficiency. What custom and standardized reports and data analytics will be available through the solution? Describe how the product was designed, how it

is currently hosted, and how it will meet the security requirements listed in the SOW. Feel free to include sample screen shots, etc. to visualize the solution which will **NOT** count towards the page count of this Tab 2. Include any other information that may be relevant to the success of the Program.

In addition, all proposers must provide one of the following as part of the Proposal Narrative:

- a. A statement affirming that the Proposer will meet all of the requirements listed in the SOW as presently described for the amount indicated in the Proposer’s Cost Proposal; or
- b. A list of requirements for which the Proposer is either suggesting: (1) an alternative requirement or proposing to delete or modify a requirement; or (2) that additional information is required to meet the requirement that may impact the amount in the Cost Proposal. Please note: Proposers are permitted to suggest alternative requirements that may better meet the overall goals of the Program. HTFC may accept, reject or offer a compromise to the proposed alternative at its discretion.

Proposers choosing option b must provide the following chart listing each requirement it is requesting to modify using the format below. If a requirement is not listed here in the correct format, it shall be determined that the Proposer has affirmed their willingness to comply with the SOW requirement as presently written, and that any costs necessary to comply with the requirement are included within the Proposer’s Cost Proposal.

Req. ID	Requirement	Proposed Alternative/Modified Requirement	Anticipated Pricing Impact

### 9.2.3 Staffing Plan

The Proposer shall provide each of the following:

- I. **Key Staff** - The Proposer shall provide a list of key staff for this engagement who will be dedicated to this project including, but not limited to, Director, Coordinators, etc. The qualifications and experience for each key staff member that are relevant to this RFP should be described in detail. Resumes may be attached and **will not** count towards the page limit for this tab.
- II. **Organizational Chart** – The Proposer shall provide an organizational chart that illustrates the reporting lines between key staff, the primary contractor and any subcontractor.
- III. **Staffing Approach** – The Proposer shall explain the approach to ensuring timely and responsive customer service and to streamlining case management; How will staff be divided and supervised? What training and escalation techniques will be utilized to identify and minimize common mistakes, detect vulnerabilities and improve efficiency and productivity.
- IV. **Teaming Agreements** - The Proposer shall describe the terms of any teaming agreements with subcontractors. HTFC reserves the right to require the Primary Contractor to provide the teaming agreement.
- V. **Minimum Qualifications** - The Proposer will provide the minimum qualifications, including education and prior training/experience, they will require for each of the labor categories listed below. **These minimum qualifications will be compared to the hourly labor rates and staffing levels proposed to determine best value.**

- VI. **Mark-up** – The Proposer shall provide a statement indicating whether they are willing to commit that their hourly billing rate will not exceed 20 percent more than the total hourly compensation paid to the employee.
- VII. **Performance Metrics** – The Proposer shall provide estimates for the following:
  - 1. How many calls per hour/day each customer service representative will be expected to properly handled;
  - 2. Based on the requirements in the SOW, how many preliminary reviews, secondary reviews and appeal reviews each case manager will be expected to handle per hour/day
  - 3. Based on the requirements in the SOW, approximately how business days will it take for the Proposer to perform preliminary reviews of the following number of applications: 50,000 applications; 100,000 applications; 250,000 applications; 500,000 applications; 1 million applications.

HTFC may award more points to Proposers that: 1. Commit to higher Key Performance Indicators than required in the SOW; and/or 2. Commit to keeping their hourly wage mark up to 20 percent or less.

### **9.3 Tab 3: Cost Proposal (2 pages)**

**The Proposer must complete the Budget Worksheet using the format below for one or both components.**

The Proposer should provide notes explaining any costs in more detail next to the appropriate cost item, or in a separate narrative. However, the total pages for the worksheet and any notes shall not exceed two pages. Please note how changes to administrative costs will be affected if local governments piggyback on this contract and how program management and technology solution costs would be distributed or affected.

HTFC understands and expects that the costs to administer a call center and case management are directly related to the number of eligible applicants and requests for support. However, HTFC also recognizes that management costs will be required regardless of number of eligible applicants. When developing your pricing, please identify fixed costs regardless of applicant pool and variable costs associated with it. We will prioritize Vendors whose pricing provides fixed costs for technology and program management and scalable variable costs based on the number of eligible applicants. This will allow the State to maximize our planning and help determine how efficient Vendor/Proposer plans will be controlling administrative costs and supporting as much grant money as possible being distributed in direct support.

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# Budget Worksheet

This worksheet is designed to provide a comprehensive cost estimate to operate the program. The Proposer shall attempt to estimate the total cost to implement the program for 12 weeks. The length of time is for price comparison purposes only and does not in any way reflect the actual time that may be required to fully commit and disburse program funds.

## Component 1: Program Management and Staffing

<b>Part 1A: Program Management Costs</b> - The Proposer will provide a FIXED weekly cost for management and oversight of the program, including all costs associated with delivering Part 1A (Program Management) of the minimum requirements in the SOW and each of the subcomponents (Staffing oversight; training; policy & operations).	Weekly fixed cost	Estimated Cost for 12 weeks			
Total Fixed PM Cost for 12 weeks					
<b>Part 1B: Labor Costs</b> – The Proposer will provide the hourly rate and number of positions proposed to deliver Part 1B of the minimum requirements (Staffing) in the SOW and each of the subcomponents (Call Center, CM, finance, QC). The hourly rate must be inclusive of all costs, including salary, fringe, benefits, etc. Project the total cost for 12 weeks.	Hourly Rate	Cost for 40 hour work week	The Number of Full-time equivalent staff proposed for this labor category	Total weekly cost	Estimated Cost for 12 weeks
Call Center Coordinator					
Case Management Coordinator					
Case Management Supervisor					
Case Manager					
Customer Service Supervisor					
Customer Service Representative					
Quality Control Supervisor					
Quality Control Specialist					
Financial Supervisor					
Financial Specialist					
List any other labor categories proposed, the number to be hired, and the proposed hourly rate					
Total Personnel Costs for 12 weeks					
<b>Part II: Non Personnel Costs</b>					
List any other weekly or reoccurring costs necessary but not included within either the FIXED Management cost and the labor rates listed above; provide an estimate for their cost for 12 weeks.					
List any other one-time costs required to stand up the program no included elsewhere					
Total Non Personnel Costs for 12 weeks					
<b>Total Bid Price: Component 1</b>					

## Component 2: Technology Solution

<b>Part IIA: Customer Facing Portals</b> - The Proposer will provide all costs associated with delivering the customer facing portals per the SOW in compliance with all relevant functional, nonfunctional and service requirements.	
Development Cost: The Proposer will provide a FIXED total cost to develop or modify and implement the Customer Facing Portals to meet the requirements in the SOW.	
Licensing/Maintenance Cost: The Proposer will provide the total cost for any re-occurring costs (licensing, maintenance, etc.) for 12 weeks (three months) for the Customer Facing Portals.	
List any other costs required to deliver the SOW requirements for 12 weeks.	
<b>Total 2: Estimate the total cost for customer facing portals</b>	

<b>Part IIB. Back Office</b> - The Proposer will provide all costs associated with delivering the Back office solution for Case Management, payment processing and workflow per the SOW in compliance with all relevant functional, nonfunctional and service requirements	
Development Cost: The Proposer will provide a FIXED total cost to develop or modify and implement the Back office solution to meet the requirements in the SOW.	
Licensing/Maintenance Cost: The Proposer will provide the total cost for any re-occurring costs (licensing, maintenance, etc.) for 12 weeks (three months) for the Back office solution.	
List any other costs required to deliver the SOW requirements for 12 weeks.	
<b>Total 2: Estimate the total cost for the back office solution</b>	

<b>Total Bid Price: Component 2</b>	
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## 9.4 Tab 4: Administrative Proposal

Proposers are subject to the requirements indicated in HTFC's [Standard Clauses and Requirements for Solicitations](#). Such requirements include, but are not limited to, submission of the following information and forms: 1) [Vendor Information FORM](#); 2) [Lobbying Procurement Law FORM 1 and Lobbying Procurement Law FORM 2](#); 3) [Non-Collusive Bidding Certification FORM](#); 4) [Vendor Responsibility Questionnaire for Not-For-Profit or Vendor Responsibility Questionnaire For-Profit Business Entity](#) and 5) [Vendor Assurance of No Conflict of Interest and Detrimental Effect](#). [Comment]

In addition to completion of the forms hyperlinked in the paragraph above, Proposers must provide all other information indicated below.

### 9.4.1 Insurance Requirements

The successful Proposer (Primary Contractor) is required to provide and maintain, at its (their) 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 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 30 days' prior written notice has been provided to HTFC. HTFC and its Affiliate the New York State Division of Housing and Community Renewal (DHCR), and all other parties-in-interest as the Agency may designate in writing from time to time (collectively, the Additional Insureds), all as their interests may appear, shall be named as additional insureds. Primary Contractor agrees to have included in each of the above policies for Primary Contractor's parties, a waiver of the insurer's right of subrogation against the Additional Insureds.

HTFC reserves the right to set minimum insurance limits in any subcontracting agreement between the Primary Contractor and its subcontractor(s).

The Primary Contractor shall furnish to HTFC evidence of the insurance requirements indicated below prior to execution of the awarded Agreement. The Agency reserves the right to modify these insurance requirements.

- a. Commercial General Liability Insurance, including Contractual Liability of liability of no less than One Million Dollars U.S. Dollars (\$1,000,000) per occurrence, Two Million Dollars U.S. Dollars (\$2,000,000) aggregate (Products and Completed Operations) and Four Million U.S. Dollars (\$4,000,000) General Aggregate. The limits of liability may be provided in a combination of a Commercial General Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis. The policy should be written on form CG 00 01 07 98, or its equivalent, and shall not include any exclusions or limitations other than those incorporated in the standard form. Such insurance is to be primary and non-contributory, notwithstanding any insurance maintained by the Primary Contractor.
- b. Workers' Compensation and Employers' Liability, with statutory coverage for Workers' Compensation and minimum limits of One Million U.S. Dollars (\$1,000,000) per accident, One Million U.S. Dollars (\$1,000,000) disease (each employee), and One Million U.S. Dollars (\$1,000,000) disease (policy limit) for Employers' Liability or coverage and limits complying with all regional, country, State and local requirements applicable to the services performed.

Upon notification of award, the Primary Contractor will be requested to submit one of the following forms as Workers' Compensation Insurance documentation:

- **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).

Disability (Employer's Liability) Insurance Documentation

Upon notification of award, the Primary Contractor will be requested to submit one of the following forms as Disability documentation:

- **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.

ACORD forms are not acceptable proof of insurance. Further information is available on the Workers' Compensation Board [website](#).

- c. Technology Errors and Omissions Liability, including Data Breach and Privacy/Cyber Liability Insurance, which shall include individual limits of not less than One Million Dollars U.S. Dollar (\$1,000,000) per occurrence and Ten Million Dollars U.S. Dollars (\$10,000,000) in the general aggregate. Such coverage shall include failure to protect confidential information and failure of the security of the Primary Contractor's computer systems or the users of the HTFC's systems due to the actions of the Primary Contractor that result in unauthorized access to HTFC's users or their data. Said insurance shall provide coverage for damages arising from, but not limited to the following: 1) breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information; 2) personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form); 3) privacy notification costs; 4) regulatory defense and penalties; 5) website media liability; and 6) cybertheft of customer's property including, but not limited to, money and securities. If the policy is written on a claims-made basis, Primary Contractor must submit to HTFC an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (tail coverage) providing coverage for no less than one year after work is completed if coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.
- d. Errors and Omissions Liability – Errors and Omissions (or Professional Liability), which shall include Errors and Omissions (or Professional Liability) insurance with limits of Ten Million U.S. Dollars (\$10,000,000).

- e. Fidelity Bond – Commercial Blanket Fidelity Bond Insurance, which shall include a customer protection endorsement, with limits of Seven Million U.S. Dollars (\$7,000,000). Said bond shall cover, without limitation, computer crime. HTFC and DHCR shall be named as an additional insured and a loss payee as its interest may appear.
- f. Umbrella/Excess Liability, with minimum limits of Ten Million U.S. Dollars (\$10,000,000) each occurrence and aggregate.
- g. Automobile Liability, of One Million U.S. Dollars (\$1,000,000) per person, One Million U.S. Dollars (\$1,000,000) per accident covering bodily injury (including death), and property damage for all vehicles that the Primary Contractor owns, hires or leases.

Certificates of Insurance, presented on ACORD form 25, accompanied by additional insured endorsement CG2010 (1001) and CG2037 (0704), if deemed necessary, or, if acceptable to HTFC, their equivalent, shall be delivered to HTFC, prior to beginning the Scope of Work, evidencing the coverage required hereunder and showing all such coverages as noted above being in force. All insurance policies provided by the Primary Contractor's parties shall be maintained under terms and conditions reasonably satisfactory to HTFC, and Primary Contractor's parties shall provide such other insurance coverage as HTFC may reasonably request from time to time. HTFC will not accept any exculpatory language, such as "endeavor to" and "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" on the Certificate of Insurance, i.e., the certificates shall meet the insurance requirements above.

- In addition to the foregoing, Primary Contractor and any subcontractors shall procure and maintain all insurance that is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order, or other legal requirement.
- All insurance shall be primary and non-contributory and shall waive subrogation against HTFC and DHCR, and any of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by HTFC, which HTFC may withhold, condition, or deny at its sole and exclusive discretion.
- The Primary Contractor shall provide Certificates of Insurance to HTFC prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Primary Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Primary Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- If the above insurance requirements exceed the type and/or amount of insurance that is reasonable and customary for similar work or services in the same general geographic area, Primary Contractor shall, within 15 calendar days of the execution of the contract, provide written notice of the same to HTFC, along with a written summary of the type and amount of insurance Primary Contractor believes is reasonable and customary for similar work or services in the same general geographic area. HTFC may, at its sole and exclusive discretion, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice, but it is under no obligation to do so. Notwithstanding anything to the contrary herein, nothing in this paragraph requires, or shall be deemed to require, HTFC to

waive, decrease, alter, or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Primary Contractor or for any other reason, and no waiver, decrease, alteration, or amendment shall be made, except as approved in advance and in writing by HTFC.

- HTFC will conduct a more in-depth review of the insurance provided by the selected Proposer and reserves the right to negotiate for, and require, additional insurance types and/or amounts based on that evaluation prior to contract execution.
- If the above insurance requirements do not meet or exceed the type and/or amount of insurance that is reasonable and customary for similar work or services in the same general geographic area, Primary Contractor shall, within 15 calendar days of the execution of the contract, provide written notice of the same to HTFC, along with a written summary of the type and amount of insurance Primary Contractor believes is reasonable and customary for similar work or services in the same general geographic area.
- HTFC may, at its sole and exclusive discretion, increase, supplement, expand, or otherwise alter or amend the insurance requirements, in light of any such notice, but is under no obligation to do so. Notwithstanding anything to the contrary herein, nothing in the above paragraph requires or shall be deemed to require HTFC to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Primary Contractor or for any other reason, and no increase, supplement, expansion, or other alteration or amendment shall be made, except in an amendment to this RFP or subsequent agreement, as approved in advance and in writing by HTFC.

#### **9.4.2 Financial Capacity**

The Proposer must provide the last two years of their firm's most recent tax returns and, if available, audited financial statements.

#### **9.4.3 Licenses, Certifications, and other Credentials**

The Proposer must respond affirmatively that it, and its subcontractors (if any), will have, prior to commencement of work under the contract(s) resulting from this RFP, all necessary licenses, certifications, approvals, and other needed credentials to perform the Scope of Work, if applicable.

### **9.5 TAB 5: Diversity and SDVOB Proposal**

#### **9.5.1 Equal Employment Opportunity (EEO), Diversity, and SDVOB Information**

Proposers must complete and submit the EEO following items as part of their response:

**9.5.1.1** [Equal Employment Opportunity Staffing Plan, PROC-1 form.](#)

**9.5.1.2** [Utilization Plan, PROC-2 form.](#) This form can also be accessed at the following web address: <https://hcr.ny.gov/system/files/documents/2019/02/copy-proc2-utilizationforms.xlsx>

**9.5.1.3** If applicable, [Request for Waiver Form, PROC-3 form.](#)

9.5.1.4 [Minority and Women Business Enterprises – Equal Employment Opportunity Policy Statement, PROC-4 form.](#)

9.5.1.5 [Company Demographic Profile, PROC-7 form.](#)

9.5.1.6 [EEOC Statement, PROC-8 form.](#) Please note that completion of the PROC-8 form is applicable to Proposers with 15 or more employees.

9.5.1.7 [Diversity Practices Questionnaire.](#)

## 10. Questions and Answers

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Any questions or requests for clarification regarding this RFP must be submitted via email to [Lisa.Pagnozzi@nyshcr.org](mailto:Lisa.Pagnozzi@nyshcr.org), 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 “2021 Federal Rental Assistance Administration RFP.”

Questions will not be accepted orally, and any question received after the deadline may not be answered. The list of questions/requests for clarifications and the official HTFC responses will be posted on [HCR’s “Procurement Opportunities” webpage.](#)

An electronic version of this RFP will be posted on [HCR’s website](#) in addition to any subsequent changes, additions, or deletions to the RFP, including the timelines and target dates. **It is recommended that Proposers check HCR’s website frequently for notices of clarifications, changes, additions, or deletions to this RFP.**

## 11. Amendments and Addenda

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HTFC reserves the right to modify any part of this RFP including but, not limited to, the date and time by which proposals must be submitted to and received by HTFC, at any time prior to the Deadline for Submission of Proposals indicated in the *Calendar of Events and Milestones* section of this RFP. Modifications to this RFP will be made by issuance of amendments and/or addenda. Any amendment or addendum to this RFP will become part of this RFP.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary will be posted to [HCR’s website.](#)

If the Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer will immediately notify HTFC of such error, in writing, and request clarification or modification of the document.

There are no designated dates for release of addenda; therefore, interested Proposers should check HTFC’s website frequently through the Deadline for Submission of Proposals. It is the sole responsibility of the Proposer to be aware of all addenda related to this RFP process.

## **12. Proposal Submission Requirements**

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Proposals must be delivered, by email, no later than the proposal due date and time indicated in the *Calendar of Events and Milestones* section of this RFP.

Proposals must be submitted by email to [Nyhomes.proposal@nyshcr.org](mailto:Nyhomes.proposal@nyshcr.org), in searchable portable document format (PDF) compatible with Adobe Reader XI. **HTFC will not accept discs, flash drives, or File Transfer Protocol (FTP) file references that require HTFC to download information from the Proposer's or a 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 label (if applicable), and "1 of X," "2 of X," etc., and the last email as "X of X – Final." The proposal must be bookmarked and divided according to the parts described in Section 9 of this RFP.

The proposal must be bookmarked and divided into five parts: (i) Tab One: Application Coversheet and Cover Letter (which includes Attachment 5); (ii) Tab Two: Technical Proposal; (iii) Tab Three: Cost Proposal; (iv) Tab Four: Administrative Proposal; and (v) Tab Five: EEO, Diversity and SDVOB Proposal. Proposals must be sent in two emails and labeled as follows: (a) one email to include Tabs One and Two and the subject line of the email must be labeled: "2021 Federal Rental Assistance Administration RFP, Tabs 1 and 2"; and (b) the other email must include Tabs Three, Four and Five and the subject line of the email must be labeled "Federal Rental Assistance Administration RFP, Tabs 3, 4 and 5".

Any Proposal received after the established time will be considered a Late Proposal. A Late Proposal may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Proposal may be accepted at HTFC's sole discretion where (i) no timely Proposals meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Proposals are received to satisfy the multiple awards, or (iii) the Proposer has demonstrated to the satisfaction of HTFC that the Late Proposal was caused solely by factors outside the control of the Proposer. However, in no event shall HTFC be under any obligation to accept a Late Proposal. The basis for any determination to accept a Late Proposal shall be documented in the procurement record.

It is the Proposer's sole responsibility to ensure that all emails and attachments are delivered on time and in a legible format. A proposal may be deemed non-responsive because it is materially incomplete. HTFC reserves the right to seek clarification or request additional information. The determination of whether any proposal is complete or was received on time is at the sole discretion of HTFC. All submitted proposals shall become the property of HTFC.

## **13. Evaluation of Proposals**

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### **13.1 The Selection Process**

The selection process will begin with the review and evaluation of each of the written proposals. The purpose of the evaluation is two-fold: (1) to examine the responses for compliance with the requirements of this RFP; and (2) to identify the complying Proposers that have the highest probability of satisfactorily performing the Scope of Work, described herein. The evaluation will be conducted in a comprehensive and objective manner as set forth herein.

## 13.2 Review

**Proposals will be reviewed to determine if they meet the minimum qualifications detailed in Section 7 of this RFP.** All proposals that meet the minimum qualifications indicated in Section 7 of this RFP will be reviewed to determine if they contain all required submittals specified in this RFP. Incomplete proposals may be rejected. HTFC reserves the right to seek clarification or request any missing documentation from a Vendor.

## 13.3 Evaluation and Criteria for Selection

Proposals will undergo an evaluation process conducted by an HTFC committee (“**Committee**”). The Committee will develop a score for each proposal based on a combination of price, technical proposal and MWBE/SDVOB participation as follows:

- a) Technical Proposal – 60 points
- b) Cost Proposal – 30 points
- c) Diversity and SDVOB Proposal – 10 points
- d) Administrative Proposal – Pass/Fail

As part of a “vendor responsibility” review, HTFC will also perform a due diligence review of the items submitted in the Proposer’s Administrative Proposal that include, but are not limited to, corporate and individual employee references, findings of non-compliance or non-performance by federal, state or local government agencies, unresolved investigations or legal issues, audit findings, or other risk factors identified.

## 13.4 Interviews

HTFC reserves the right to determine whether interviews/demonstrations will be necessary and the number of firms to be interviewed. If HTFC deems interviews necessary, selected firms will be notified. The Proposer’s primary contact, as well as other key personnel, including key personnel for its subcontractor(s), must be present and participate in the interview. The purpose of the interview is to further document the Proposer’s ability to provide the required services and to provide the HTFC Committee with an understanding of how specific services will be furnished. For Technology Solution proposers, this may include providing an on-line demonstration of the various features to be offered through portals and Backoffice case management system. The interview will be evaluated based on whether it substantiates the characteristics and attributes claimed by the Proposer in its written response to this RFP and any other clarification information requested by the HTFC Committee prior to the interview.

## 14. Award of Contract

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HTFC anticipates selecting one or more Vendors as result of this procurement process. HTFC reserves the right to select part of a proposal from one Vendor but reject other parts of the same proposal. To build the strongest team, HTFC may select one part of a proposal from one Vendor and pair that Vendor with (i) another Vendor, (ii) Vendors or (iii) State staff. In that event, the selected Vendors will be expected to work collaboratively to achieve the overall goals of the Program. HTFC may negotiate additional labor categories or work scope items not listed in this RFP but pursuant to The Act or any subsequent amendments to the Act.

The contract(s) executed pursuant to this RFP will be for two (2) years, with the option for up to three, one-year extensions, for a total of up to five years. This represents the maximum length of time the Contractor

may be needed. However, HTFC's goal is to limit administrative costs for this Program to the fullest extent possible. HTFC does not guarantee a minimum payment amount that the Vendor will receive for this contract or the actual length of this engagement. HTFC reserves the right to require the selected Vendor to reduce staffing levels, cease part or all of the work described in the SOW, or terminate the engagement at any time during the contract period.

Prior written approval must be received from the Agency for the use of any subcontractor, including substitution and/or change in existing subcontractor(s). The subcontract(s) between the Primary Contractor and the subcontractor(s), in connection with the statement of work and HTFC provisions for contracts, must receive written approval by the Agency. The sections relating to the statement of work and compensation in the subcontracting agreement must be well-defined.

The successful Proposer(s) will be required to execute a Master Services Agreement that incorporates (i) Appendix I [\*Standard Clauses for Contracts\*](#) and (ii) [\*Appendix II relating to requirements and procedures for Participation by Minority Group Members and Women\*](#), all appendices hyperlinked herein, and (iv) Confidentiality Pledge signed by the successful Proposer(s), its subcontractor(s) (if any) and each individual of the Proposer and its subcontractor(s), if any, assigned to work on this Project.

The contract(s) resulting from this RFP is subject to the availability of State/Federal funding. HTFC may, at its discretion, cancel the RFP, adjust the RFP or implementation timetable, or delay the execution of a contract(s) resulting from this RFP process, as it deems necessary.

## **15. Compliance with all Federal and NYS Requirements**

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Under the awarded contract(s), HTFC will engage the successful Proposer(s) utilizing federal funds. By submitting a proposal, the Proposer acknowledges that, if awarded a contract, they will be solely responsible for ongoing compliance with any and all federal and State requirements related to the Statement of Work outlined in this RFP. The requirements included in this RFP are not necessarily comprehensive, and it is the successful Proposer's responsibility to remain knowledgeable of, and compliant with, any new or revised rules that are adopted during the life of the contract. Where there are contradictions between this RFP and Federal Law, Federal Law will prevail and control.

## **16. Nondisclosure and Confidentiality**

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By submitting a proposal, the successful Proposer(s) agree to enter into a contract with HTFC containing, in sum or substance, the following Nondisclosure and Confidentiality terms:

### **A. NONDISCLOSURE & CONFIDENTIALITY**

Contractor shall maintain the security, nondisclosure, and confidentiality of all information in accordance with the following clauses in performance of its activities under the Contract.

Contractor shall take appropriate measures to ensure that the privacy of the individuals and households is protected, and that any personally identifiable information is collected and used only for the purpose of fulfilling its obligations under this Contract.

Contractor shall ensure that its personnel, agents, officers and Subcontractors, if any, are fully aware of

the obligations arising under this Contract and shall take all commercially reasonable steps to ensure their compliance to prevent unauthorized use, access or disclosure of NYS Confidential Information. Failure by Contractor or its agents, employees, officers, partners or Subcontractors to fully comply with these requirements shall be deemed a failure to meet Contractor's obligations under this Contract and may result in HTFC suspending, canceling and/or terminating the Contract for cause or to pursue any other legal or equitable remedies available.

## **1. Definitions.**

*"New York State ('NYS') Facilities"*: As used in this Contract, the term *"NYS Facilities"* shall mean any real property, tangible personal property, or electronic or virtual systems, or any part(s) or component(s) thereof, used in the conduct of New York State's business operations, including, but not limited to, physical office or computing space, computer(s) or computer systems, telecommunications or network infrastructure (e.g., utility closet(s), conduits, hubs, switches, routers), and supporting NYS Facilities and systems (e.g., mechanical, power, cooling, security, fire protection, water), regardless of owner.

*"New York State ('NYS') Confidential Information"*: For purposes of this Contract, all State information of which Contractor, its officers, agents, employees, and subcontractors become aware during the course of performing services for the State shall be deemed to be NYS Confidential Information (oral, visual or written). Specifically, in relation to this Contract, Contractor also agrees that personally identifiable information ("PII"), as that term is defined under NYS law, constitutes Confidential Information, as well as any data collected about any individuals who are survivors of intimate partner violence, sexual assault, or stalking.

Notwithstanding the foregoing, information which falls into any of the following categories shall not be considered NYS Confidential Information:

- (a) information that is previously rightfully known to the receiving Party without restriction on disclosure;
- (b) information that is or becomes, from no act or failure to act on the part of the receiving Party, generally known in the relevant industry or is in the public domain; and
- (c) information that is independently developed by Contractor without use of NYS Confidential Information.

*"Contractor"*: Obligations of the Contractor who is a Party to this Contract refers to collectively, as well, Contractor's officers, agents, employees, or subcontractors.

**2. Data Ownership, Non-Disclosure, and Confidentiality.** NYS Confidential Information is owned exclusively by New York State, will remain the property of the State throughout its use under this Contract, and shall not be released to any third-party by Contractor unless as required by applicable law or a court of competent jurisdiction, or unless Contractor has first obtained explicit written permission from an HTFC executive officer, or his/her designee. Contractor is permitted to use NYS Confidential Information solely for the purposes set forth in the RFP and this Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any NYS Confidential Information (including personal, financial, health, or criminal history record information or other sensitive criminal justice information) for any other purpose.

The Contractor is strictly prohibited from releasing or using NYS Confidential Information for any purposes other than those purposes defined herein or authorized in writing by HTFC. Contractor agrees that NYS Confidential Information shall not be distributed, used, repurposed, transmitted, exchanged or shared across other applications, environments, or business units of the Contractor or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by the State. Contractor shall indemnify and hold HTFC and the State harmless from any loss or damage to

the State resulting from the disclosure by the Contractor, its agents, employees, officers, partners or subcontractors of such NYS Confidential Information, in accordance with the terms and conditions of this Contract. Agents, employees, officers, of the Contractor and its subcontractors may be required to execute an HTFC nondisclosure agreement, either before or upon arrival at NYS Facilities or if in HTFC's sole discretion the employee(s) will otherwise have access to critical State networks, equipment or NYS Confidential Information.

**3. Compliance with NYS Information Security Policies and Procedures.** Contractor warrants, covenants and represents that it shall comply fully with all security procedures of the State communicated to it in the performance of this Contract, including NYS Information Security policies and procedures located at <https://its.ny.gov/eiso/policies/security>. HTFC shall have the right at any time to require that the Contractor remove from interaction with HTFC any Contractor representative who HTFC believes is detrimental to its working relationship with the Contractor. The State will provide the Contractor with notice of its determination, and the reasons it requests the removal. If HTFC signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. Contractor shall not assign the person to any aspect of the Contract or future work orders without HTFC consent.

Contractor shall use industry standard security measures, including standard encryption protocols, to protect and guard the availability and security of all NYS Confidential Information, and adhere to all the State's security policies. Contractor shall be strictly prohibited from using NYS Confidential Information in any fashion other than that defined herein. There may be instances whereby HTFC will communicate security procedures necessitated by HTFC operations. Contractor will use reasonable efforts to implement same. In the event Contractor does not implement or communicates that it cannot or will not implement such security procedures, the Parties will reasonably work to resolve such dispute pursuant to the Contract's Dispute Resolution process.

Contractor warrants that its Contractor Staff members are properly informed and trained regarding security standards and are prohibited from disclosing NYS Confidential Information to any persons without a need to know. Contractor will work cooperatively with the State so that software applications accessed by members of the public or others are accessed by the single sign-on service provided by New York State Directory Services or such other service chosen by HTFC.

**4. Accessing NYS Facilities.** Contractor may access State information technology system(s) and NYS Facilities solely to respond to system or technical problems or at HTFC's request, and for any work associated with hosting such NYS Confidential Information in connection with the provision of the system to HTFC and its authorized users. In the event Contractor accesses NYS Facilities, Contractor will comply fully with all security procedures of the State concerning such access communicated to it in the performance of this Contract or any amendments hereof. Contractor agrees that it will adopt and follow procedures to ensure the integrity and security of any NYS Confidential Information which is known to Contractor. Those procedures include, for each prospective and current agent, employee, officer, partner or subcontractor of Contractor designated to work under this Contract or under any amendments hereof, that they are required:

(a) if entering enter NYS Facilities through physical means, to be required to undergo the same security clearances as are required of those workforce members of NYS who physically access NYS Facilities including, upon request by HTFC, submitting identifying information and being fingerprinted on-site at HTFC's expense. HTFC shall arrange for the scheduling of such fingerprinting activities on State premises; or

(b) if using or entering NYS Facilities through electronic, telecommunications, information technology, or any other virtual means to be required to undergo the same security clearances as are required of those workforce members of NYS who access NYS Facilities including, upon request by HTFC, submitting identifying information and being fingerprinted at Contractor's location at Contractor's expense. Contractor shall arrange for the scheduling of such fingerprinting activities at a law enforcement agency in Contractor's

locale, and in accordance with law in the jurisdiction in which such fingerprinting takes place, either:

- i. submit those fingerprints to a local law enforcement or criminal justice agency for the purpose of obtaining a criminal history record report, and, at HTFC's discretion, to the Federal Bureau of Investigation for a national criminal history record check, and report to HTFC the substance of the criminal record of any of the fingerprinted individuals; or,
- ii. mail those fingerprints to HTFC for HTFC to submit them for the purpose of obtaining a criminal history record report(s).

**5. Protection and Transmission of NYS Confidential Information.** Contractor shall use appropriate means to preserve and protect NYS Confidential Information. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. Consistent with the NYS Encryption Standard at: <https://its.ny.gov/tables/technologypolicyindex>, to the extent doing so is applicable based on the specific services provided by Contractor to HTFC under this Contract, the Contractor must encrypt NYS Confidential Information at rest, on file storage, database storage, or on back-up media, and in transit in accordance with state and federal law, rules, regulations, and requirements. The Contractor must provide the ability to encrypt data in motion and at rest in compliance with state or federal law. Contractor must use secure means (HTTPS) for all electronic transmission or exchange of system, user and application data with the State, with encryption at rest specifically using, at minimum, FIPS 140.2 approved cryptographic modules, and the secure means used for electronic transmission or exchange of system, user and application data with the State shall be HTTPS, TLS version 1.2 or higher.

Contractor agrees that to the extent it has been authorized to use such storage, any and all NYS Confidential Information will be stored, processed and maintained solely on designated target devices, and that no NYS Confidential Information at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the Contract or any amendment thereof, or of the Contractor's designated backup and recovery processes, and is encrypted in accordance with the requirements of this Contract and in compliance with all current federal, State, or local statutes, regulations, ordinances, and requirements.

Contractor shall also comply fully with all requirements of this Contract pertaining to security requirements specific to the services Contractor is providing to HTFC under this Contract. In addition to the specific security provisions required herein, Contractor shall also use commercially reasonable best efforts to address and remediate any vulnerabilities associated with the types of application development or configuration services it is providing under this Contract which appear on the CWE/SANS list of the "TOP 25 Most Dangerous Programming Errors" (<http://www.sans.org/top25errors/>). If any application security scanning undertaken hereunder reveals software application vulnerabilities or any other security risks attendant to a provided solution, Contractor is responsible for ensuring those vulnerabilities and risks are remediated to HTFC's reasonable satisfaction.

**6. Physical Transport of NYS Confidential Information.** To the extent HTFC agrees under this Contract that Contractor may physically transport any NYS Confidential Information, Contractor shall use, if applicable, reputable means to do so. Physical transport deliveries must be made either via hand delivery by an employee of the Contractor or by restricted delivery via courier (e.g., FedEx, United Parcel Service, or United States Postal Service) with shipment tracking and receipt confirmation. This applies to transport between the Contractor's offices, to and from subcontractors, and to the State.

**7. Data Storage, Access, and Location - Off Shore Restrictions.** Contractor may conduct help desk, support services, and software development and testing activities under this Contract from any location convenient to Contractor, except that the Parties agree that: (a) all NYS Confidential Information shall remain within and

may not be stored, or accessed from, outside of the Continental United States (CONUS); and (b) unless expressly agreed to in writing approved by an HTFC authorized signatory adhering to established HTFC practices, Contractor shall not have remote access into NYS' information technology systems.

All access to NYS Confidential Information, physical or virtual, must be conducted within CONUS and have adequate security systems in place to protect against the unauthorized access to NYS Facilities and Confidential Information stored therein. The Contractor shall not send or permit to be sent to any location outside of the CONUS any NYS Confidential Information related to this Contract.

To the extent support by Contractor requires replication of a set of conditions such as a software crash event, Contractor shall replicate that set of conditions in its own environment when providing support, while communicating with New York State technical personnel. For software development activities, such as patches, updates, or adding new functionality, Contractor shall conduct that software development within its own Development, Quality Assurance, and Production Environments, and, when ready, shall package and provide it through an agreed-to Internet-based location, from which NYS technical personnel will download such software, and install and test it in New York State's information technology environment.

To the extent Contractor (or, any subcontractors allowed by HTFC) requires access to State system or application audit logs for support and troubleshooting, Contractor or such subcontractors will maintain such logs only within CONUS, will take the strictest measures to ensure such logs do not contain NYS Confidential Information including production data, and will maintain such logs in a secure environment subject to audits by HTFC.

**8. Separation of Duties / Access Controls.** The Contractor must ensure that all NYS Confidential Information that it holds under this Contract is stored in a controlled access environment to ensure data security and integrity. Contractor will provide the State a list of the physical locations where Contractor has stored any NYS Confidential Information at any given time and will update that list if the physical location changes. All Contractor facilities must have adequate security systems in place to protect against the unauthorized access to such facilities and data stored therein. Access into and within such facilities must be restricted by Contractor through an access control system that requires positive identification of authorized individuals as well as maintains a log of all accesses (e.g., date and time of the event, type of event, user identity, component of the information system, outcome of the event). The Contractor shall have a formal procedure in place for granting computer system access to NYS Confidential Information and to track access. Contractor access to NYS Confidential Information for any types of projects outside of those approved by HTFC are prohibited.

HTFC requires the Contractor to follow security best practices by adhering to separation of job duties, and limiting Contractor staff knowledge of NYS Confidential Information to that which is absolutely needed to perform job duties. Upon request, Contractor will provide documentation to HTFC clearly defining the security roles and access levels for each of its staff working with NYS Confidential Information with a level of specificity objectively reasonable to and approved by HTFC.

## **B. INFORMATION RELEASES**

**1. Press Releases.** Contractor agrees that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding the Contract, or relating to its activities under the Contract, shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract or those Contractor activities without the prior written approval of HTFC, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Contract and answer any questions relating thereto to any State or Federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

**2. Public Information, and the NYS Freedom of Information Law (FOIL).** Disclosure by HTFC of items related to this Contract shall be permitted consistent with the laws of the State of New York and specifically the NYS Freedom of Information Law (FOIL) contained in Section 87 of the NYS Public Officers Law. HTFC shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this Contract that are otherwise exempt from disclosure under that statute. Information constituting trade secrets or critical infrastructure information, for purposes of FOIL, must be clearly marked and identified as such by the Contractor upon submission to HTFC.

If the Contractor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Contractor shall, at the time of submission, request the exemption in writing and provide an explanation of: (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Contractor; or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to §87(2) of FOIL. Acceptance of the identified information by HTFC does not constitute a determination that the information is exempt from disclosure under FOIL.

Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by HTFC. Contractor represents and warrants that it understands that requests to exempt the entirety of a Contractor's materials from disclosure under FOIL has generally not been found to be meritorious.

**3. Requests to Release NYS Confidential Information to Third Parties.** Except where expressly prohibited by law, Contractor shall immediately notify and provide to HTFC a copy of any request, subpoena, warrant, judicial or court order, administrative order, or arbitral order of an executive or administrative agency or other governmental authority of competent jurisdiction (a "Demand") that it receives and which relates to or requires production of NYS Confidential Information that Contractor is processing or storing on the State's behalf. If Contractor is required to produce NYS Confidential Information in response to a Demand, Contractor will provide HTFC with the NYS Confidential Information in its possession that it plans to produce in response to the Demand prior to production of such NYS Confidential Information.

Except as otherwise required by law, Contractor shall provide HTFC reasonable time to assert its rights with respect to the withholding of such NYS Confidential Information from production. If the State is required to produce NYS Confidential Information in response to a Demand, Contractor will, at the State's request and unless expressly prohibited by law, produce to the State any NYS Confidential Information in its possession that may be responsive to the Demand and shall provide assistance as is reasonably required for the State to respond to the Demand in a timely manner. This assistance may include Contractor upon request disclosing to HTFC Contractor's processes for responding to subpoenas, service of process, and other legal requests and a description of Contractor Staff roles and responsibilities related to electronic discovery, litigation holds, discovery searches, and expert testimonies.

HTFC acknowledges that Contractor has no responsibility under this Contract to interact directly with the entity making the Demand. The Parties agree that HTFC's execution of this Contract does not constitute consent to the release or production of NYS Confidential Information.

### **C. BREACHES OF NYS CONFIDENTIAL INFORMATION**

The New York State Information Security Breach and Notification Act (ISBNA: NYS General Business Law §889-aa; and NYS Technology Law, §208) has various requirements for how businesses and government in New York State must address breaches of private information and of the security of systems containing same. Under this Agreement, the Parties agree to comply with relevant provisions of the ISBNA. The Parties also agree to guard against breaches of NYS Confidential Information in the manner described below in these sections:

**1. Breaches of "Private Information."** Contractor is responsible not only for complying with the provisions of the ISBNA, but also the following terms and conditions with respect to any "private information" (as defined in ISBNA) received by Contractor under this Contract (hereafter in this section, "Private Information") that is within the control of the Contractor either on NYS' information security systems or the Contractor's information security systems (collectively, hereinafter in this section, "System[s]"). In the event of a "breach of the security of the system" (as defined by ISBNA, hereinafter in this section, "Security Breach), Contractor shall immediately commence an investigation, in cooperation with HTFC, to determine the scope of the Security Breach and restore the security of the System to prevent any further Security Breaches. Contractor shall also notify HTFC of any Security Breach immediately following discovery of such Security Breach.

Except as otherwise instructed by HTFC, Contractor shall, to the fullest extent possible, first consult with and receive authorization from HTFC prior to notifying any individuals, DOS, the NYS Division of State Police, the OAG, or any consumer reporting agencies of a Security Breach or concerning any determination to delay notification due to law enforcement investigations.

Nothing herein shall in any way impair the authority of the OAG to bring an action against Contractor to enforce the provisions of ISBNA or limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations. In the event that the Contractor is advised by a law enforcement agency pursuant to GBL §899-aa(4) to delay the notice under GBL §899-aa(3), the Contractor shall provide the notice under GBL §899-aa(3) to the State not more than twenty-four hours after the Contractor has been advised by the law enforcement agency that notice under GBL §899-aa(3) can be provided.

Contractor is responsible for complying with the following ISBNA and other terms with respect to any Private Information received by or on behalf of HTFC under this Contract. Contractor:

- Shall supply HTFC with a copy of its breach notification policy, which shall be modified to be in compliance with these provisions.
- Must encrypt any database fields and backup tapes that contain Private Information.
- Must ensure that the State's Private Information is encrypted in transit to/from Contractor's systems.
- In general, Contractor must ensure that Private Information is 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.
- Must monitor for Security Breaches to any of its systems that store or process the State's Private Information.
- Shall take all steps as set forth in ISBNA to ensure Private Information shall not be released without authorization from HTFC.
- In the event a Security Breach occurs, Contractor shall notify the NYS Enterprise Information Security Officer ("EISO") by telephone within four (4) hours of becoming aware of the Security Breach and commence an investigation in cooperation with HTFC to determine the scope and cause of the Security Breach, and to prevent the future recurrence of such Security Breaches.
- Coordinate all communication regarding data impacted by a Security Breach with the NYS EISO, and HTFC in general.

- Take immediate and necessary steps needed to restore the System[s] to prevent further Security Breaches, and take corrective action in the timeframe required by HTFC. If Contractor is unable to complete the corrective action within the required timeframe, in addition to any other remedies available, HTFC may contract with a third-party to provide required services until corrective actions and services resume in a manner acceptable to HTFC, or until HTFC has completed a new procurement for a replacement service system. The Contractor will be responsible for the cost of these services during this period.

Contractor shall be responsible for providing all notices required by its obligations under the ISBNA and for all costs associated with providing said notices.

HTFC reserves the right to require commercially standard credit monitoring for any and all individuals affected by a Security Breach at the sole expense of the Contractor for a period not to exceed 12 months, which shall begin 30 days following the notice of offer from the Contractor of such credit monitoring to those affected individuals, which shall be within a reasonable time following the identification of such affected individuals. HTFC reserves the right to require notice by regular or electronic mail.

**2. Non-ISBNA Security Breaches.** In addition to any responsibilities of Contractor under the Contract for reporting Security Breaches of Private Information as that term is defined in the ISBNA, Contractor must immediately report to HTFC *any* breaches of any NYS Confidential Information whether it consists of Private Information or otherwise. Contractor shall ensure that the personnel charged with carrying out services under this Contract are aware of Contractor's obligations to HTFC hereunder. Contractor's staff browsing, viewing, altering, appending or modifying NYS Confidential Information in violation of Contractor's own security policies shall be deemed to have breached the security of the system for the purposes of this Contract. Contractor represents and warrants that the NYS Confidential Information which it hosts for HTFC remains at all times the property of HTFC and must be fully accessible to HTFC during the term of the Contract and at the Contract's conclusion. Included among its responsibilities under this Contract, Contractor will take all reasonable measures at no additional cost to HTFC to ensure that HTFC is able to extract or receive any and all of NYS Confidential Information out of Contractor's hosted solution, including metadata and attachments, in a format which is reasonably accessible to HTFC and capable of being used in technical solutions which compete with Contractor's hosted solution, as further described below.

**3. Preventing Unfair Advantage - Contractor Internal Breaches.** Contractor further represents and warrants that it is aware that New York State procurement laws require a "level playing field" prohibiting an unfair advantage to any particular vendors on State IT procurements. Contractor acknowledges that to the extent it performs any configuration services under this Contract, Contractor's personnel may become aware of NYS Confidential Information consisting of data elements that are collected from government agencies regarding IT planning and potential future purchasing, and that even without actual government agencies' data, knowing exactly what is collected could give the impression of an unfair advantage to Contractor for future state IT procurements. Contractor shall use its most stringent commercially reasonable best efforts to create a "firewall" between those of its personnel and its business units which are permitted to perform services under this Contract and all other personnel and business units of Contractor including those involved in seeking state IT procurements to ensure NYS Confidential Information is not divulged to any of Contractor's personnel who are not strictly needed to perform services under this Contract and approved by HTFC to do so. Any divulging of such NYS Confidential Information to Contractor's personnel who are not strictly needed to perform services under this Contract and approved by HTFC to do so shall be deemed a security breach under this Contract. In addition to any other remedies available to HTFC for such security breach, Contractor understands that if such security breaches occur Contractor may be deemed a non-responsible vendor under the State's procurement laws and forbidden from contracting on any New York State procurements related to any of the NYS Confidential Information which was breached.

## **D. DATA TRANSPARENCY, ACCESSIBILITY, MIGRATION, and DESTRUCTION AT END OF CONTRACT**

**1. Data Migration.** Contractor shall ensure that the services it performs and the solutions it designs under this Contract are performed in such a way so as to ensure easy migration of any NYS Confidential Information held by Contractor as required by HTFC. This may include:

- Contractor keeping NYS Confidential Information, including NYS policy and profile information, separate from processes of any software itself and maintaining that information in a format that allows HTFC to easily transfer it to an alternative application platform;
- Contractor making its Application Programming Interfaces (APIs) available to HTFC; and
- Contractor reformatting data and/or applications at Contractor's own expense in order to easily allow HTFC to switch to alternative software providers or move the NYS Confidential Information back in-house at HTFC.

The Parties may describe methods for data migration in more detail in specific written documents under this Agreement.

**2. Data Return and Destruction - In General.** During any period of suspension of services or of the Contract, the Contractor will not take any action to intentionally erase any NYS Confidential Information.

At the expiration or termination of the Contract, the Contractor shall implement an orderly return of HTFC assets and the subsequent secure disposal of HTFC assets. HTFC shall be entitled to any post-termination assistance generally made available by Contractor with respect to the services it provides unless a unique alternative data retrieval arrangement has been established between the Parties as part of a Service Level Agreement or other agreed written Document.

At the State's option, the Contractor must provide HTFC with a copy of the NYS Confidential Information, including metadata and attachments, in a mutually agreed upon, commercially standard format at no additional charges to the State, and give the State continued access to NYS Confidential Information for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or this Contract, Contractor shall destroy NYS Confidential Information from its systems and wipe all its data storage devices to eliminate any and all NYS Confidential Information from Contractor's systems. The sanitization process must be in compliance NYS Security Policy NYS-S13-003, <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>, and, where required, CJIS sanitization and disposal standards. If immediate purging of all data storage components is not possible, the Contractor will certify that any NYS Confidential Information remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Contractor must then certify to HTFC, in writing, that it has complied with the provisions of this paragraph. The State may withhold payment to Contractor if NYS Confidential Information is not released to HTFC in accordance with the preceding sections.

**3. Data Return and Destruction - Regulated Data.** New York State considers the protection of sensitive and NYS Confidential Information and business systems to be of the utmost importance. The NYS Confidential Information collected and maintained by state and local government agencies is protected by a myriad of Federal, State, and local laws, regulations, and ordinances. Access to and use of NYS Confidential Information is limited to authorized government employees and legally designated agents, for authorized purposes only.

The "PRIMARY SECURITY AND PRIVACY MANDATES" referenced in the RFP reflect several significant federal and state laws, rules and regulations, policies, standards and guidelines that providers doing business with the State must be aware of and comply with if applicable to the services being provided.

Links to further guidance are included in that appendix. The list is intentionally US-centric, and is not intended to be all- inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical. Many NYS agencies may have additional program compliance requirements that must be considered in addressing compliance. (e.g., DMV Privacy Act, Public Service Law, etc.).

To the extent that Contractor, its employees, agents or subcontractors have access to federal, State or local government regulated data pursuant to their responsibilities under the Contract, Contractor agrees that it will abide by the requirements of those federal, State and local laws and regulations, and will require in writing its employees, agents or subcontractors to similarly abide by any such requirements including the execution of any documents or agreements required to be executed, certifying their compliance with same.

Contractor must, in accordance with applicable law and the instructions of the State, maintain such regulated data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate data integrity safeguards against the deletion or alteration of such data. In the event that any regulated data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the obligations of this Contract, then Contractor shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Contractor shall reimburse the State for any costs incurred by the State in correcting, recreating, restoring or reprocessing such data or in providing assistance therewith.

In the event that it becomes necessary for Contractor to receive NYS Confidential Information which Federal, State, or local statute, regulation, or ordinance prohibits from disclosure, Contractor hereby agrees to return or destroy all such NYS Confidential Information that has been received from the State when the purpose that necessitated its receipt by Contractor has been completed. In addition, Contractor agrees, after termination of the Contract, not to retain any NYS Confidential Information which Federal, State, or local statute, regulation, or ordinance prohibits from disclosure

Notwithstanding the foregoing, if the return or destruction of the NYS Confidential Information is not feasible, Contractor agrees to extend the protections of the Contract for as long as necessary to protect the NYS Confidential Information and to limit any further use or disclosure of that NYS Confidential Information. If Contractor elects to destroy NYS Confidential Information, it shall use reasonable efforts to achieve the same and notify the State accordingly. Contractor agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of NYS Confidential Information which Federal, State, or local statute, regulation, or ordinance prohibits from disclosure.

Contractor agrees that it shall immediately report to HTFC the discovery of any unauthorized use or unauthorized disclosure of such NYS Confidential Information. Contractor shall also report the discovery of any unauthorized use or unauthorized disclosure of such NYS Confidential Information of any New York State agency information directly to that New York State agency.

#### **E. AUDITS OF CONTRACTOR'S SECURITY CONTROLS**

Contractor may, to the extent in possession of Contractor, be asked to provide recent independent audit reports regarding the Services and only to the extent such reports are created in the ordinary course of Contractor's business, on its security controls during the term of this Contract. The State and any regulatory authority having jurisdiction over HTFC shall have the right to send its officers and employees upon reasonable notice into the offices and plants of the Contractor for inspection of the facilities and operations used by Contractor in the performance of any work under this Contract. On the basis of such inspection, Contractor may be required by HTFC to implement specific additional security measures in cases where HTFC demonstrates that Contractor is found to be noncompliant with Contract safeguards.

## **F. SAFEGUARDING FEDERAL TAX INFORMATION**

For the purposes of this Section:

"*Federal Tax Information*" ("FTI") consists of federal tax returns and return information (and information derived from it).

"*Data*" is a representation of facts, concept, information, or instruction suitable for communication, processing, or interpretation by people or information systems.

### **1. PERFORMANCE**

In performance of this Contract, to the extent Contractor accesses or uses Federal Tax Information, Contractor agrees to comply with and assume responsibility for compliance by Contractor Staff with the following requirements:

- (1) Any such work, to the extent it is cloud-based, shall be certified under the Federal Risk and Authorization Management Program (FedRAMP), a government program providing a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services.
- (2) All such work will be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (3) The Contractor and Contractor Staff with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (4) Any FTI made available to Contractor in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
- (5) All FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (6) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any FTI or IRS Data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (7) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI or IRS Data will be given to HTFC. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide HTFC with a statement containing the date of destruction, description of material destroyed, and the method used.
- (8) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(9) No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.

(10) The Contractor will maintain a list of employees authorized access. Such list will be provided to HTFC and, upon request, to the IRS reviewing office.

(11) HTFC will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

## **2. CRIMINAL/CIVIL SANCTIONS**

(1) Each Contractor Staff (hereinafter in this Section, Contractor "person") of Contractor to whom FTI is or may be disclosed shall be notified in writing by such person that the FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such FTI for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom FTI is or may be disclosed shall be notified in writing by such person that any FTI made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting access to FTI must be preceded by certifying that each individual understands HTFC's security policies and procedures for safeguarding IRS Data. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in HTFC's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A. (See, IRS Publication 1075: Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See, IRS Publication 1075: Section

10, Reporting Improper Inspections or Disclosures). For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **3. INSPECTION**

The IRS and HTFC, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process, or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

## **17. Hosted Services ("Cloud") Requirements and Security**

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By submitting a proposal, the successful Proposer(s) agree to enter into a contract with HTFC containing, in sum or substance, the following Cloud Requirements and Security terms:

To the extent NYS Confidential Information is being hosted by, acted on, transmitted through, or stored on Contractor's or its subcontractor(s)' equipment, including but not limited to Software as a Service (SaaS); Platform as a Service (PaaS); Infrastructure as a Service (IaaS); Storage as a Service (SaaS); Database as a Service (DBaaS); Network as a Service (NaaS); Communications as a Service (CaaS); or security processes as a service including Disaster Recovery as a Service (DRaaS), Contractor agrees to meet the earlier-stated security provisions of this Contract, the following cloud-specific terms and conditions, any additional terms contained within any additional agreed written document, and all New York State security requirements including but not limited to:

- the hosting provider holding and maintaining industry recognized security certifications acceptable to the State such as FedRamp;
- adherence by Contractor and the hosting provider to any information security policies of NYS, compliance with applicable federal, New York State, or local laws, ordinances, regulations and requirements, and adherence to federal security requirements for high risk data described in, inter alia, the federal government's NIST, FISMA, FERPA, CJIS, and/or HIPAA regulations and policies; and
- the general security terms and conditions contained above in this Contract.

The Parties may agree to any additional specific terms and conditions associated with any particular hosting Deliverable provided to HTFC by Contractor via a separate agreed written document such as a Statement of Work mutually agreed to in writing by the Parties.

The Parties agree that any technical and professional activities required for establishing, managing, and maintaining the environment used to provide cloud services under this Contract to HTFC/New York State are the responsibilities of the Contractor. Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided.

## **A. CLOUD SERVICES AUDIT AND INSPECTIONS**

**1. Consensus Assessment Initiative Questionnaire (CAIQ).** To the extent that any services provided by Contractor to HTFC under this Contract are mutually determined by the Parties to constitute cloud services, within thirty (30) days of HTFC request, Contractor will provide to HTFC a Consensus Assessment Initiative Questionnaire (CAIQ) for HTFC's review. Thereafter on an annual basis Contractor will provide a current Consensus Assessment Initiative Questionnaire (CAIQ) for HTFC's review. The form is available at Cloud Security Alliance (<https://cloudsecurityalliance.org/>). The completion of this requirement is at the Contractor's expense with no additional cost to the State.

Within 30 days of Contract approval, Contractor will also provide for HTFC's review, at the Contractor's expense with no additional cost to the State, an independent third-party audit of controls related to the security, availability, or processing integrity of a system or the confidentiality or privacy of the information processed by that system for all systems used to perform the cloud services under this Contract, showing no deficiencies. A Service Organization Control (SOC) 2 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the audit report, or where the Contractor or its subcontractor(s) is found to be noncompliant with Contract safeguards, must be remedied within ninety (90) days of the issue date of the audit report with Contractor providing proof of remediation to HTFC.

**2. Audit Logs / Scanning.** The State's audit and inspection rights, breach notification, and migration and data destruction rights described above in this Contract apply equally to any Contractor or subcontractor location that is hosting NYS Confidential Information.

Contractor and its subcontractor(s) must retain a minimum of ninety-two (92) days of audit logs, as per the New York State Security Logging Standard (<https://its.ny.gov/document/security-logging-standard>) and make those audit logs available to HTFC upon request. Audit logs must capture all access to NYS Confidential Information to write-once media only (with log information required to include username, event type, event operation, event details, successful/unsuccessful authentication events, system start/stop, hardware attachment/detachment, system alerts and error messages and other security events, and unsuccessful attempts to access/modify/delete NYS Confidential Information being logged to or retained in the event table).

Contractor must allow HTFC to audit conformance to the Contract terms and to perform application scanning, web server scanning, and monthly environment vulnerability scanning to test for vulnerabilities. HTFC may perform this scanning with a third-party at its discretion, or alternatively if the Parties agree, the Contractor must have a third-party perform such scanning and provide results directly to HTFC.

Contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with HTFC.

## **B. CLOUD SERVICES OFFSHORE AND OTHER RESTRICTIONS**

**1. Cloud Services Offshore Restrictions.** As indicated above in the general security terms and conditions portion of this Contract, while Contractor or its subcontractor(s) may conduct help desk, support services, and software development and testing activities under this Contract from any location convenient to Contractor, NYS Confidential Information may not be hosted by Contractor or its subcontractor(s) outside of the Continental United States (CONUS). Contractor acknowledges that NYS Confidential Information under this Contract may fall under contractual obligations or legal constraints on sharing the NYS Confidential Information with third parties or moving it to certain geographical locations, and that violating those legal constraints may constitute violation of civil or criminal laws by Contractor, including but not limited to provisions of the United States and New York State constitutions, the NYS Public Officers' Code of Ethics, the federal Privacy Act of 1974, and the federal Health Information Portability and Accountability Act of 1996.

Contractor and its subcontractor(s) if any will disclose to HTFC at HTFC's request a list of the physical locations where Contractor has stored any NYS Confidential Information at any given time and will update that list if the physical location changes.

**2. Cloud Services Multi-Tenancy.** The Parties shall agree in written agreed written documents, signed by authorized signatories of the Parties, concerning whether any specific cloud support services are to be provided on a private platform, or a government-only or other type of multi-tenant platform, and the methods that will be deployed to mitigate any risks attendant to such multi-tenancy.

**3. Cloud Services Testing by HTFC.** For any specific instance of cloud support services from Contractor, Contractor and HTFC shall mutually work reasonably to create at no charge to HTFC a sandbox or testing environment where HTFC can for a reasonable period of time mutually agreed to by the Parties and become familiar with Contractor's offering as a proof-of-concept and ensure it meets the needs of HTFC prior to HTFC finalizing its purchase of such services.

**4. Cloud Services Pricing Specificity.** The Parties shall reasonably work to ensure that any specific cloud services specify the Contractor's licensing terms and pricing associated with that service. For example, pricing shall reflect:

- the complete costs for the services specified therein with no hidden fees;
- for user-based/seat-based pricing, whether and the extent to which the pricing applies to per unique seat users, concurrent users, active users, technical support users not using the application but accessing it only for technical support services, and other types of metrics; and
- all optional or additional fees such as fees for custom reports by Contractor or storage costs.

Contractor may invoice and the State will be responsible for payment on any cloud services ordered when the cloud service is operational. When cloud services are ordered or terminated by HTFC in between the Contractor's billing cycle, the State will only be responsible for the pro rata share for that cloud service for the applicable calendar month. If a cloud service is terminated in between Contractors billing cycle, Contractor will issue the State a credit for the pro rata share of any unused cloud services to be included in the next billing cycle.

**5. Cloud Services Discontinuance.** Unless required by law, Contractor may not withdraw availability of Cloud Support Services already being provided to HTFC without first providing HTFC with at least ninety (90) days advance written notice and may only do so if Contractor is withdrawing availability from all of its customers.

Contractor may not degrade or discontinue any features or functionality of its Cloud Support Services already being provided to HTFC, and/or require HTFC to migrate its usage to a replacement cloud service, including in a manner that might necessitate replacement or upgrades on HTFC's part, without providing HTFC with at least twenty-four (24) months' prior written notice. The Parties shall reasonably work to ensure that any specific cloud services descriptions contain screenshots, a functionality matrix, or other items specifically identifying the functionality HTFC is receiving.

**6. Cloud Services Data Ownership and Backup.** Along with NYS Confidential Information as defined in this Contract being owned exclusively by New York State as described in contractual provisions above, the State retains ownership of any and all information derived from NYS Confidential Information or processed by Contractor's cloud services systems using NYS Confidential Information.

The "*Data Migration*" and "*Data Return and Destruction*" provisions above in this Contract apply to Contractor's cloud services at any time, not just at the termination of this Contract. Contractor shall ensure that the cloud services it performs and the cloud solutions it designs under this Contract are performed in such a way so as to ensure easy migration of any NYS Confidential Information held by Contractor as required by HTFC, at no additional cost to HTFC. For any specific cloud services provided by Contractor to HTFC, Contractor must provide a mechanism allowing backup of NYS Confidential Information from Contractor's cloud-based systems to HTFC's on-premises own systems. The Parties shall describe any detailed specific additional requirements for accomplishing this capability in an agreed written document relevant to that specific provision by Contractor to HTFC of cloud services.

Contractor bears the risk of loss for any NYS Confidential Information in transit once said NYS Confidential Information has left the technology networks of HTFC.

**7. Cloud Services Subcontractor(s).** The provisions above in this Contract concerning "*subcontractors*" apply equally to any of Contractor's subcontractor(s) providing cloud services under this Contract. As described therein, Contractor remains directly responsible for complying with the terms of this Contract, and for identifying any cloud services functionality that it is outsourcing to subcontractor(s) and first obtaining HTFC's written agreement that Contractor may do so.

**8. Cloud Services Exclusivity / Add-ons.** Neither Contractor nor its subcontractor(s) shall market to nor sign contracts with HTFC's sister State agencies to whom HTFC provides technology services for any cloud services that are designed to interact with or build onto the cloud services that Contractor and/or its subcontractor(s) are already providing to HTFC under this Contract. Instead, should any of HTFC's such sister State agencies solicit such cloud services from Contractor or its subcontractor(s), Contractor will immediately notify HTFC of such request so that HTFC may itself decide whether to procure the desired cloud services from Contractor.

## **C. CLOUD SERVICES-SPECIFIC SECURITY REQUIREMENTS**

Contractor's and its subcontractor(s)' cloud services environment and/or applications must be available on a 24 hours per day, 365 days per year basis, providing around-the-clock service to New York State users of such systems. Contractor and its subcontractor(s) must provide HTFC with reasonable advance notice of any major upgrades or system changes that they are performing. HTFC reserves the right to defer these changes if desired.

Contractor will provide to HTFC a profile of its and its subcontractor(s)' data center facilities, networking infrastructure, security provisions, backup and recovery procedures, and disaster recovery plans to ensure NYS Confidential Information is protected and is recoverable in case of a system failure.

The following requirements are applicable to Contractor's and its subcontractor(s)' development, testing and live production environments, for the cloud services provided to HTFC under this Contract:

- Contractor and its subcontractor(s) shall establish and maintain appropriate environmental, safety, and facility procedures, data security procedures, and other safeguards against the destruction, corruption, loss or alteration of the cloud services and any NYS Confidential Information to prevent unauthorized access, alteration or interference by third parties of the same.

- Contractor and its subcontractor(s) shall utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure their cloud services systems and NYS Confidential Information against unauthorized access, use, and disclosure. Contractor and its subcontractor(s) shall constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying HTFC of any material or significant breach of security with respect to any such materials.
- When software vulnerabilities are revealed and addressed by a Contractor patch, Contractor will obtain the patch from the applicable entity and categorizes the urgency of application of the patch as either “critical” or “non-critical” in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of Contractor in consultation with HTFC. Contractor will apply all critical security patches, hot fixes, or service packs as they are tested and determined safe for installation.
- The cloud services live production environment must be physically separate from the other environments. Contractor and its subcontractor(s) shall maintain and implement procedures to physically and logically segregate NYS Confidential Information from Contractor’s data and data belonging to Contractor’s other customers.
- Security for any NYS Confidential Information hosted by Contractor or its subcontractors is the responsibility of Contractor and will not require customization by HTFC.
- Contractor shall ensure that a sufficient number of personnel of suitable experience, training and skills are assigned in accordance with the cloud services. Contractor shall have general control and discretion to determine the methods by which Contractor performs and maintains its hosting or other cloud services, provided, however, that Contractor shall comply with all terms and conditions herein and that Contractor shall be fully responsive regarding all HTFC requests regarding all operational methods regarding Contractor's and its subcontractor(s)' cloud services as they relate to HTFC.
- Contractor and its subcontractor(s) providing cloud services to HTFC under this Contract must document their security policies, practices, and procedures related to the cloud services provided to
- HTFC and make such information available to HTFC upon request.
- Contractor warrants that the data centers and systems it or its subcontractor(s) use to provide cloud services to HTFC under this Contract comply with the ISO 27001 and ISO 27002 information security standards or their successors and shall provide to HTFC evidence of such certification or pursuit of certification.
- Contractor shall also provide to HTFC evidence that its and its subcontractor(s) business continuity program is certified and mapped to the international BS 259999 standard or its successor and shall modify such plan to enhance its provisions at the reasonable request of HTFC.
- At HTFC's request, Contractor shall provide complete network connectivity diagrams for its cloud services to HTFC for review and approval prior to cloud services implementation.
- Contractor and its subcontractor(s) must track and control all access entering and exiting its facilities used to provide HTFC with cloud services under this Contract, with physical security systems and video surveillance in place 24/7/365 days a year.

- Contractor and its subcontractor(s) must apply standard software and hardware maintenance to its equipment as needed to address anomalies and security concerns, including software hot-fixes and service packs, including to third-party software used by Contractor and its subcontractor(s) including operating system, backups, antivirus software, and any application software, and to hardware firmware and BIOS updates with updates tested internally prior to install.
- Contractor and its subcontractor(s) must deploy reliable industry best practice standard firewalls and anti-virus technologies to their cloud services systems that house NYS Confidential Information, with regular updates to virus definitions and logs monitored and maintained to ensure reliability and security.
- Contractor and its subcontractor(s) must maintain toll free telephone lines for help desk support calls from State users of their cloud services systems.

#### **D. CLOUD SERVICES POWER SYSTEMS, INFRASTRUCTURE, AND BACKUP**

**1. Power Systems and Infrastructure.** An Uninterruptible Power Supply must protect the Contractor's or its subcontractor(s)' equipment providing cloud services to HTFC, with a specific number of hours of uninterrupted backup power specified in an agreed written documents between the Parties. Contractor's and its subcontractor(s)' facilities must meet or exceed the Uptime Institute Tier 3 Data Facility standards. (<https://uptimeinstitute.com> ) Contractor's and its subcontractor(s)' primary infrastructure systems must be monitored and redundant, with battery and generator backup power, with circuit load checked regularly to ensure reliable power to systems.

The Contractor's and its subcontractor(s)' site infrastructure must:

- have the capacity to add additional equipment and electrical power to meet growing needs;
- be connected to public utilities via redundant power grid connections for primary power requirements;
- after 15 seconds of consecutive downtime, use a generator to supply it with power, with sufficient fuel on-site for an extended run-time of greater than 1 week;
- use twist lock receptacles to guard against accidental power loss;
- for Internet connectivity: use redundant connections with burstable bandwidth support that can automatically adjust to handle increased load; encrypt all Internet traffic from Contractor's and its subcontractor(s)' cloud services system to New York State systems; and register and maintain domain names for their primary and alternate sites.
- include 24 x 7 performance, capacity monitoring and managed escalation services to address system issues, including:
  - monitoring, collecting, and analyzing equipment utilization data for CPU, memory, and disk space;
  - compiling configuration data and usage patterns;
  - monitoring equipment performance;
  - establishing thresholds and exception reporting procedures;

- performing tuning based on available performance data; and
- reviewing equipment capacity trends;
- include fire detection and suppression system for early detection of fires and suppression in a manner designed to protect NYS Confidential Information;
- include air conditioning monitored facilities to control for temperature and humidity;
- include facility monitoring for electrical and mechanical failures, fire detection, and leak detection;
- include system and network monitoring of backbone routers, WAN interfaces, routers, switches, and servers; and
- include network problem detection, tracking, and resolution processes.

**2. Data Backup and Storage Management Services.** Contractor shall do daily incremental backup of all NYS Confidential Information and full weekly NYS Confidential Information backups from the cloud services system's production server(s) to a storage device at Contractor's production data center for data recovery purposes.

Contractor shall back up all NYS Confidential Information to a storage server at a separate and distinct datacenter for disaster recovery purposes. Failover to an alternate site is to be available at all times with little or no notice. In order to maintain uptime, critical services must be transferred in the event of a prolonged outage at the primary site. The alternate site must be located geographically separated from the primary site. Contractor's production facility and disaster recovery facility shall be located within the contiguous 48 states of the United States and no NYS Confidential Information shall be hosted outside of this geographic area. NYS Confidential Information shall be stored at the Contractor's or its subcontractor(s)' production facility and at the disaster recovery facility for a number of specific days mutually agreed to by the Parties.

Contractor will assist HTFC in the restoration of NYS Confidential Information that has been deleted or corrupted.

## **E. CLOUD SERVICES - HOSTED SYSTEM AVAILABILITY, RESPONSE TIME, AND SERVICE CREDITS**

**1. Cloud Services Outages/Incidents Definitions.** Cloud services outages/incidents are defined as follows:

- **S1– Cloud Services Emergency Outage Incident:** An S1 incident is applicable when the issue requires immediate action to minimize risk to New York State. The issue may be considered an emergency by HTFC, in that it results in an inability for cloud services users to connect to the production instance of the cloud services, or a critical function within the cloud services ceases to operate, or, if not a complete outage, impacts more than 20% of the users in the cloud services production instance.
- **S2 – Cloud Services Critical, High Priority Incident:** An S2 incident is applicable when the issue involves possible high-risk attacks or compromises and immediate action is necessary to mitigate impacts, or affects a function within the cloud services production instance in which the application affected is mission critical. One or more of the following may be the case: Severe impact to a critical function that materially impacts HTFC's ability to conduct routine business or to meet its customer's

own service levels; or a subset of users is negatively impacted causing an extreme degradation in productivity.

- **S3 – Cloud Services Warning, Medium Priority Incident:** An S3 incident is applicable when the issue involves suspicious events which may require additional investigation by HTFC, and while not high-risk and not requiring immediate action to mitigate, affects any HTFC business process or function that does not qualify as an Emergency or Critical Outage/High Priority Incident. This may include issues within either production and non-production cloud services instances.
- **S4 – Low Priority, Informational Incident:** An S4 incident is applicable when the issue involves routine events identified for informational/reporting purposes with minor or no known impact to the State. This may include issues that do not adversely impact any process or function that may be seen more as an inconvenience requiring a minor workaround to restore functionality.

**2. Cloud Services Incident Response Times.** Contractor shall provide general customer support and technical guidance to HTFC as part of this Contract. Prioritized means of customer support shall be:

- Online documentation found at a website identified to HTFC by Contractor;
- Submission of incidents and service requests online at a website and/or by telephone at a number identified to HTFC by Contractor serving as the Contractor's Customer Support Portal; and
- In the case of S1 - Emergency Outages, Contractor availability twenty-four (24) hours a day, three hundred and sixty-five (365) days a year (24 x 365).
- In all other cases, during US Business Day hours where US Business Day means 5:00 AM to 6:00 PM prevailing Eastern Time, Monday through Friday inclusive with the exception of New York State holidays, which generally include:
  - New Year's Day
  - Dr. Martin Luther King, Jr. Day
  - Washington's Birthday
  - Memorial Day
  - Juneteenth Day
  - Independence Day
  - Labor Day
  - Columbus Day
  - Veterans' Day
  - Thanksgiving Day; and
  - Christmas Day

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**3. Cloud Services Outage/Incident Response Times.** Contractor shall provide support response to HTFC's cloud services system inquiries as set forth below. Contractor shall use all reasonable efforts to resolve incidents due to technical difficulties with the cloud services managed by Contractor and/or its subcontractor(s) according to the target resolution times set forth below.

INCIDENT SEVERITY LEVEL	RESPONSE TIME	TARGET RESOLUTION TIME
S1– Emergency Outage/Incident	Thirty (30) minutes	One (1) hour
S2– Critical, High Priority Outage/Incident	Two (2) Business Day hours	Eight (8) Business Day hours
S3–Warning, Medium Priority Outage/Incident	Eight (8) Business Day hours	Within three (3) Business days
S4–Low Priority, Informational Outage/Incident	Within three (3) Business days	Within two (2) weeks

**4. Cloud Services Incident Notification and Device Activity Notification Requirements.** HTFC shall be entitled to the service credits listed in the tables below for failure by Contractor to notify HTFC of Incidents or device reporting lapses:

Incident Severity Level Notification Requirements*				Service Credit
Severity Level	Title	Description	Initial Notification Timeframe	
1	Emergency	Issue requiring immediate action to minimize risk to New York State	10 minutes	1/30th of the Contractor's total monthly invoice at the time of the event that gave rise to the Service Credit
2	Critical	High-risk attacks or possible compromises. Immediate action is necessary to mitigate.	15 minutes	
3	Warning	Suspicious Events which may require additional investigation by the State. Not high-risk and do not require immediate action to mitigate.	1 hour	
4	Low/ Informational	Routine Events with minor or no known impact to the State. Provided for informational/reporting purposes.	2 hours	

\*Notification methods are based on approved escalation procedures. If a dispute arises as to the severity level of an Incident, HTFC will consult with the Contractor to determine the appropriate level. If no agreement can be reached, HTFC will be the final determiner of the level assigned to a particular Event.

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Device Activity Notification Requirements			
Title	Description	Initial Notification Timeframe	Service Credit
Device Activity	Subject device is not reporting activity.	30 minutes	1/30 <sup>th</sup> of the Contractor's monthly cost <u>associated with the device</u> that produced the logs that identified the event that gave rise to the Service Credit

**5. Cloud Services Availability and Service Credits.** All data center(s) used by Contractor or its subcontractor(s) to perform the services under this Contract must at minimum be Tier 3 compliant to an industry standard, with a minimum of 99.982% uptime, no more than 1.6 hours of downtime per year, and N+1 fault tolerant providing at least 72-hour power outage protection.

Any disputes regarding unavailability of the Contractor's or its subcontractor(s)' cloud services shall be managed using an established dispute resolution procedure.

Contractor and its subcontractor(s) shall ensure the cloud services they provide to HTFC under this Contract are scalable to maintain performance during peak periods of network activity and user access, providing HTFC the root cause, analysis and proposed resolution plan for any outage or failure to escalate an event.

It is critical to the success of this Contract that the cloud services provided under this Contract be maintained in a timely manner and that the Contractor and its subcontractor(s) operate in an extremely reliable manner. It would be impracticable and extremely difficult to fix the actual damage sustained by the State in the event of certain delays or failures in administration and provision of cloud services under this Contract.

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Other than unavailability caused by circumstances beyond Contractor’s or its subcontractor(s)' control including force majeure, but only to the extent the unavailability was not the result of Contractor’s or its subcontractor(s)' failure to take all reasonable and commercial care to mitigate or prevent the unavailability, in the event of a failure of Contractor or its subcontractor(s) to maintain the general availability of their cloud services to HTFC, service credits will be issued to HTFC as per the following table:

<b>Service Credits for Unavailability of System</b>		
<b>Service</b>	<b>Allowance for Time-to-Restore**</b>	<b>Credit per Outage*</b>
Cloud Services	Under 10 minutes to 30 minutes	10% of monthly invoice
	30 minutes less than 1 hour	25% of monthly invoice
	1 hours to less than 2 hours	35% of monthly invoice
	2 hours to less than 8 hours	50% of monthly invoice
	8 hours to less than 16 hours	75% of monthly invoice
	24 hours or greater	100% of monthly invoice
<p><b>*HTFC, at its <u>sole</u> discretion, may elect to waive any service credits based upon precipitating events such as: catastrophic failure, multiple simultaneous failures, and/or acknowledgement of Contractor’s best effort to sustain/restore service.</b></p> <p><b>**Any partial hours will be rounded up to the next full hour.</b></p>		

**6. Cloud Services Service Credit Maximums, and Invoicing.** In the event that the State experiences downtime, in other than a catastrophic event, HTFC shall be eligible to receive from the Contractor a service credit, provided on the next monthly invoice following any unavailability, or a reasonable time after the availability failure. Contractor will identify the relevant incident number in addition to the start times and end times of unavailability. If multiple incidents of unavailability occur within the same month than the percentage of service credit per outage shall be added to that month’s credit. If an entire monthly invoice needs to be credited than the next monthly invoice shall be used until all appropriate credits are provided to HTFC.

Credits can accumulate due to multiple incidents in the same month, but the aggregate maximum number of service credits to be issued by Contractor in a single calendar month shall not exceed the total monthly invoice for the month that gave rise to the service credits.

HTFC, at its sole discretion, may elect to waive any service credits based upon precipitating events such as: catastrophic failure, multiple simultaneous failures, and/or acknowledgement of Contractor’s best effort to sustain/restore service.

Amounts due hereunder shall be in addition to any other amount due HTFC and no provision of this section precludes HTFC from pursuing any other remedies to which it may be entitled under the Contract.

**7. Cloud Service Reporting Requirements.** The Contractor will provide the following reporting on either a monthly basis, or as otherwise agreed upon by the Parties in an agreed written document:

- Service Availability Reports;
- Capacity Summary Reports; and
- Outage Summary Reports, to include:
  - the start and end time of each outage;
  - the duration of the outage;
  - the IP address experiencing the outage;
  - the reason(s) for the outage (if not known, then a delivery date of a root cause analysis report will be given by the Contractor);
  - the name of the Contractor's technical team member(s) responsible for resolving the problem;
  - a description of the actions required to resolve the outage problem; and
  - the total time the cloud service was unavailable.

The Contractor shall provide the reports/documentation as a condition precedent to payment under the Contract.

All reports required under this section shall be due within ten (10) business days after the last day of the required reporting period. Failure to provide a report required within the required due dates shall result in Contractor providing to HTFC a quarter (.25) of an Availability Service Credit per business day until the report is received by HTFC's designated contact. The failure of HTFC to collect said amounts or the payment by HTFC of amounts otherwise due Contractor shall not be deemed a waiver by HTFC of the right to enforce the provisions of this paragraph.

The Parties shall agree to an electronic format (e.g., application and required data elements) for each of the reports set forth in this section. Each report shall be transmitted to HTFC electronically via the Internet utilizing encryption standards and protocols approved by HTFC, and the system used shall generate an electronic ticket acknowledging transmission.

Upon notice, the Contractor shall have an opportunity to cure the default or be subject to Contract termination. HTFC's failure to demand or receive required documentation shall not be deemed a waiver of rights under this paragraph.

HTFC reserves the right upon written notice to Contractor, to modify the frequency and reporting deadlines set forth above.

## **F. CLOUD SERVICES DISPUTE RESOLUTION**

Cloud services disputes shall be resolved by the Parties in the manner set forth in the "Dispute Resolution" section in this Contract, or in such alternative manner as the Parties may agree to in an agreed written document under this Contract.

Contractor and its subcontractor(s) shall work reasonably and cooperatively with HTFC in developing remediation plans after an incident or breach affecting Contractor's or its subcontractor(s)' system(s) providing cloud services to HTFC, including sharing with HTFC and obtaining HTFC approval of such remediation plans.

PLEASE NOTE: HTFC and the New York State Office of Information Technology Services (“ITS”) reserve the right to establish other Service Level requirements not listed here as part of the Master Service Agreement.

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# Attachment 1

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## Intent to Submit Bid Housing Trust Fund Corporation

### Request for Proposals – Federal Rental Assistance Administration

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 minimum 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 Intent to Submit Bid form to: [Lisa.Pagnozzi@nyshcr.org](mailto:Lisa.Pagnozzi@nyshcr.org)

## **Attachment 2**

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### **RFP Requirements**

Attachment 2, RFP Requirements, may be downloaded from the Agency's website:

<https://hcr.ny.gov/procurement-and-contract-information>

Proposers are to complete the Attachment. The answers in the Attachment are to match your proposal.

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## Attachment 3

### Statement of Work (Scope of Services)

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#### Summary

HTFC seeks a Vendor to provide for and oversee the staffing, technology, and overall program delivery required to properly disburse federally-funded Housing Assistance Payments (“HAP”) on behalf of low income renters across New York State, pursuant to the U.S. Emergency Rental Assistance Program outlined in Title V, Subtitle A of the Consolidated Appropriations Act, 2021 (the “Act”).

Based on current projections, it is possible that HTFC may receive between 500,000 and 1 million applications. These projections are subject to change based on a variety of factors, such as the extent to which local governments elect to administer their own funds. NYS is currently developing eligibility requirements, which will determine the universe of eligible households. Proposers will be required to show how staffing costs will increase and change with corresponding changes in eligibility.

The Vendor will respond to inquiries, accept and review applications, and determine eligibility based on the requirements of the Act, the HTFC Administrative Plan for this program, any rules or guidance promulgated by the U.S. Department of Treasury, and all other applicable federal or state law. It is the Vendor’s responsibility to remain current on all requirements. The number of applications, level of funding, and households served is subject to change and could vary significantly during 2021 based on a wide variety of factors. However, the vendor will be responsible for delivering all necessary services to properly disburse the funding available in compliance with the applicable rules. The program will provide HAP to landlords on behalf of low income families, including payment of rent arrears and future rent obligations. Statutory eligibility requirements include:

- Renter households with incomes no more than 80 percent of area median income (AMI);
- One or more individual(s) in the household has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and
- One or more individual(s) in the household can demonstrate a risk of experiencing homelessness or housing instability which may include: (i) a past due utility or rent notice or an eviction notice; (ii) unsafe or unhealthy living conditions; or (iii) any other evidence of such risk as determined by HTFC

Households with incomes of no more than 50 percent of AMI and in which one or more household member(s) is unemployed and has been unemployed for 90 days will be prioritized. Tenants may be paid directly in instances where the landlord is unresponsive or uncooperative.

HTFC will implement this program according to the timeline listed below in this SOW. Dates are subject to change. The Vendor will design and maintain secure, web-based Applicant and Landlord Portals according to the specifications in this SOW and in compliance with the standards of the NYS Office of Information Technology Services (“ITS”). HTFC will set dates for the opening and closing of the application period. Applications will only be accepted through the Vendor’s applicant portal. A complete application will include responses to all required data fields in the applicant portal plus uploaded attachments such as lease documents, income verification, identification, etc. The Vendor will provide customer service staff to operate a call center to answer questions and assist applicants in completing the application in multiple languages per New York State’s [language access policy](#). HCR will contract with community-based nonprofit organizations to promote the program, answer applicant questions, and assist applicants in completing the application. The Vendor may propose strategies or materials to successfully drive participation, but HTFC will make the final determination.

Depending on a variety of factors, HTFC will either implement a first-come, first serve process for reviewing applications, or establish criteria for a waiting list of applicants that the Vendor will prioritize. HTFC may utilize third-party data sources, which may include Federal, State, and local tax, property, wage and public benefit data, to verify identity, determine whether applicants meet income eligibility requirements, or flag those who are receiving duplicative forms of assistance. This may be either used to verify the applicant's self-certified income, employer documentation (pay stubs), or tax returns, pending additional federal/state guidance. The Vendor may propose the utilization of a bot or similar technology to search third party databases.

The applicant pool that remains will be reviewed by the Vendor, who will supply the necessary case management staff and back-office technology solution to properly review all applications received and disburse payments on behalf of the eligible applicants who are selected. This process will include:

- 1) **Primary Review** - Applications will be reviewed in batches based either on time of submission or their order in the waiting list. Case management staff will review each application, including documentation and third party data, and determine whether the applicant is eligible for assistance. To be approved for payment, an application must be approved by at least two separate Vendor employees (a case manager and supervisor) conducting independent reviews. Those applications found to be incomplete or ineligible will be referred for Secondary Review/Case Curing based on the rules in the HTFC Administrative Plan.
- 2) **Secondary Review/Case Curing** – Applications that are either missing required documentation or that require clarification will be given the opportunity to “cure.” The Vendor will issue notices to these applicants and provide them with the opportunity to update their application in the Applicant Portal. Once the necessary documents are submitted, the application will receive a second review and a final approval or denial determination.
- 3) **Landlord/Tenant Matching** – The Vendor shall provide a landlord portal and other on-line technology to collect required payment documentation for landlords with tenants who are approved for assistance. Data collected must include the correct corporate identity to receive payment, a W-9, W-8, or other required tax forms, the payee's status as either the legal owner of the property at which the applicant's unit is located or a management company that is responsible for managing the property on behalf of the legal owner, and ACH information. The portal must allow landlords to link each of their corporate identities to a property or properties to ensure payments are made to the correct entity. Landlords will be given a time limit to submit the required documents; for landlords who do not comply, payment will be made to the tenant. The Vendor will issue 1099s or 1042s, as applicable, to landlords at the conclusion of 2021.
- 4) **Appeals** – Applicants who are denied for assistance after the Primary and Secondary review, and, if relevant, the opportunity to cure, will have one opportunity to appeal using the Applicant Portal. The Vendor will provide staff to conduct the appeal review, including both appeal reviewers and appeal supervisors who will oversee the process and conduct final determinations of appeals that are approved. The employee reviewing the application appeals may not be the same as the employee who completed either the Primary or Secondary Review.

## **SOW Requirements**

This document serves as a Statement of Work (“SOW”). Tasks in this SOW will be carried out by the Vendor in a manner consistent with the requirements of the Act, the HTFC Administrative Plan and the requirements listed in this RFP. HTFC is contracting with the Vendor to provide the following services. Please note that HTFC does NOT plan to provide office space to the vendor. Staff may either work on site at office space provided by the Vendor, or remotely.

The Vendor shall adhere to the requirements in Article 21 of the State's Labor Law regarding call centers: <https://www.nysenate.gov/legislation/bills/2019/s1826>

### **I. Program Management and Staffing**

#### **PART 1A: Program Management**

This subcomponent is inclusive of the following sections in the minimum requirements: i. Staffing oversight; ii. Training; and iii. Policy and Operations.

The Vendor will hire and mobilize staff to deliver the program within the prescribed timeframe(s) and according to the rules of the Act and policies provided by HTFC. The Vendor will provide strategic guidance to HTFC regarding the overall implementation of the program and will supply daily metrics to report on certain “key performance indicators” to be developed by HTFC (“KPI’s”), identify any challenges to meeting any KPI’s or other program objectives and recommend process improvements. The Vendor will also be expected to complete daily management reports, any required reports on behalf of the U.S. Treasury Department, the federal or state Inspector General, or in response to any other required audit or monitoring. The vendor will have the capacity to translate public-facing program documents into multiple languages, including, but not limited to Spanish, Bengali, Chinese, Russian, Haitian Creole and Korean.

## **PART 1B: Staffing**

This subcomponent is inclusive of the following sections in the minimum requirements:

- i. **Call Center** – The Vendor will provide staff to respond to inquiries using a toll free (e.g. 1-800 number) provided by HTFC that will route calls and messages to customer service representatives working at remote locations. The Vendor will hire representatives, at minimum, that speak English, Spanish, Bengali, Chinese (Mandarin and Cantonese), Russian, Haitian Creole, and Korean. The Vendor will hire and train staff to serve as Customer Service Representatives to: receive calls from the toll free number; answer basic questions from callers; follow up on inquiries using outbound calls, texts or email using Frequently Asked Questions, call scripts and following procedures to be developed by the Vendor in consultation with HTFC; assist applicants in completing the application and uploading documents; receive and upload W-9 and W-8 forms, as applicable, from landlords; and refer applicants to nonprofit partners. The Call Center will operate and receive calls both during the application period as well as throughout the application review and appeals process. The Call Center may be required to be open 7 days per week depending on call volume. The Call Center’s primary objective will be to ensure a fully accessible opportunity for all potentially eligible applicants to seek assistance, including those with limited technology access, non-English speaking applicants, those with hearing, speech and vision disabilities, and other vulnerable populations.
- ii. **Case Management** - The Vendor will hire and train staff to serve as Case Managers who will perform primary and secondary application reviews, conduct appeals, determine award amounts, and prepare payment documentation for submission to the HTFC Office of Financial Administration for processing (however, note that any Case Manager conducting an appeal may not have also conducted either the primary or secondary review of an application). In hiring staff, the Vendor will ensure the ability to serve applicants whose primary language is not English, in accordance with NYS’s language access policy.
- iii. **Financial Administration** – The Vendor will hire and train staff to:
  - o Conduct quality control on documentation submitted by landlords, to include reviewing the accuracy of the business name entered on W-9s and W-8s, reviewing the tax identification number type entered, and ensuring that the business address entered is the address at which the landlord receives correspondence;
  - o Prepare payment documentation as required by the HTFC Office of Financial Administration and the NYS Dept. of Tax and Finance;
  - o Track payments and spending authority;
  - o Process, re-issue, and document any returned payments to ensure that payment totals associated with landlords are accurate and up to date;
  - o Work with the HTFC Office of Financial Administration and the NYS Dept. of Tax and Finance to process payment stops and voids;
  - o Compile the needed information to generate and send year-end tax documents such as 1099s and 1042-Ss to landlords, as well as summary tax documents, such as a 1096 and 1042, to the IRS;
  - o Potentially generate and send B-Notices to landlords that are flagged by the IRS as having incorrect legal name/tax identification numbers on file, and apply mandatory withholding to all subsequent payments;
- iv. **Quality Control and Fraud Detection** –The Vendor will hire and train staff to supervise the teams listed above, conduct quality control, implement strategies to detect and report fraud, and ensure compliance.

## **II. Technology Solution**

The Vendor will ensure the development and implementation of the technology solution and be prepared to securely accept applications when the application period begins.

- A. **Customer facing portals** – The Vendor will provide a secure, web-based applicant and landlord portals to accept applications from tenants and landlords as well as call center staff and non-profit providers assisting tenants with applications, verify landlord payment information, link tenants and landlords, allow applicants to check application status, send notifications of deadlines, and upload required documents. Applicants and tenants should be able to re-enter the portal and provide additional information as needed. The Solution shall track log-ins and changes made. The customer facing portal must be accessible to individuals with vision impairments (i.e., usable by screen reader) and translatable into non-English languages.
- B. **Backoffice Solution** – The solution will assist case managers, fiscal and quality control staff, and managers working in remote locations. Functionality will include performing primary/secondary/appeals and appeals supervisory reviews, weeding out duplicate/fraudulent applications, making eligibility determinations and calculating subsidy payment, sending notifications to applicants of additional documents required; and a secure method to collect additional documents from applicants and landlords throughout and after the application period closes. The system must also provide basic financial tracking data for each approved applicant/landlord, including but not limited to initial award amounts for rent arrears, on-going/prospective monthly payment amounts and dates of payments, analysis on a quarterly basis, of continued eligibility for the program. The online application and case management system may be a custom-off-the-shelf (COTS) solution, an existing custom built solution currently utilized elsewhere, or a new solution created specifically for this program.

HTFC will provide the 1-800 number utilizing Verizon Call Center technology. HTFC will also provide state email/Microsoft Outlook accounts for Vendor staff, and the HTFC Administrative Plan.

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## Implementation Timeline

<b>Deliverable</b>	<b># of weeks after selection of vendor to complete (tasks to be performed concurrently where possible)</b>
Selection of Vendor	February 1, 2021
Execution of Contract	1 week
Provide staffing and operations plans and other deliverables for Program Management and Staffing	2 weeks
Provide deliverables for Functional and Non Functional Requirements for Technology Solution	3 weeks
Fully staff and train the Customer Service Team to the initial required staffing level	4 weeks
Deliver Applicant and Landlord Portal	4 weeks
<b>Open Application Window (HTFC)</b>	4 weeks
Fully staff and train the Case Management Team to the initial required staffing level	6 weeks
Begin reviewing applications	6 weeks
Issue first Housing Assistance Payment	7 weeks
Issue required tax documents to landlords	2022 - TBD

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# Minimum Requirements

REQ ID	COMPONENT 1: PROGRAM MANAGEMENT AND STAFFING
	<b>PART 1A: PROGRAM MANAGEMENT</b>
	<b><u>i: STAFFING OVERSIGHT</u></b>
SO-1	<p>The vendor will hire and train Program Management staff and provide an updated organizational chart and management structure immediately upon contract execution. Suggested positions to be included with this cost are below. However, the Vendor may propose a different structure.</p> <ol style="list-style-type: none"> <li>1. Program Director (1)</li> <li>2. Financial Administrator (1)</li> <li>3. Program Technology Officer (1)</li> <li>4. Quality Control Officer (1)</li> </ol>
SO-2	<p>The Vendor will provide for the following staffing levels for the Call Center indicated in their cost proposal by the date listed in the Timeline of Deliverables. After that date, staffing levels will be adjusted as necessary to achieve the required KPIs. HTFC is not prescribing minimum staffing levels. However, if the Vendor is proposing less than the numbers listed below, they should be prepared to explain in their Staffing Plan what unique strategies they will utilize to meet the KPIs listed in the Call Center portion of this SOW with less employees. HTFC reserves the right to require additional contractual guarantees for KPIs.</p> <ol style="list-style-type: none"> <li>1. Customer Service Representatives (100)</li> <li>2. Customer Service Supervisors (10)</li> <li>3. Call Center Coordinator (1)</li> </ol>
SO-3	<p>The Vendor will provide for the staffing levels for Case Management, Financial Management and Quality Control proposed in their cost proposal by the date listed in the Timeline of Deliverables. After that date, staffing levels will be adjusted as necessary to achieve the required KPIs. HTFC is not prescribing minimum staffing levels. However, if the Vendor is proposing less than the numbers listed below, they should be prepared to explain in their Staffing Plan what unique strategies they will utilize to meet the KPIs in of this SOW with less employees. HTFC reserves the right to require additional contractual guarantees for KPIs.</p> <ol style="list-style-type: none"> <li>1. Case managers (80)</li> <li>2. Case manager Supervisors (8)</li> <li>3. Case Management Coordinator (1)</li> <li>4. Quality Control <u>Supervisor</u>/Specialists (5)</li> <li>5. Financial <u>Supervisor</u>/Specialists (3)</li> </ol>
SO-4	<p>Other/different labor categories may be proposed by the Vendor and approved by HTFC as needed throughout the contract period. Staffing levels as approved by HTFC shall be flexible and adjustable in accordance with project and program tasking. The Vendor shall provide a weekly schedule of anticipated staffing levels by noon on Friday prior to the start of the week.</p>
SO-5	<p>The Vendor Program Director will have discretion to adjust how hours are budgeted and assigned among the labor categories; unused hours in one labor category may be transferred to another where there is a greater need; however, the vendor will strive to limit the total number of hours to only what is necessary to achieve the desired KPIs; The Vendor will assign tasks to the lowest cost labor category that is qualified to capably perform the work; labor hours will be reduced where volume is lower than expected or as tasks become no longer necessary.</p>
SO-6	<p>HTFC may request that the Vendor hire additional staff, create new labor categories not listed in this SOW, and negotiate labor rates for new roles as necessary.</p>
SO-7	<p>The Vendor will provide an Operating Plan, including organizational chart, job descriptions, a list of subcontractors, reporting roles, internal control procedures, etc. Positions may be filled with Vendor Staff and subcontractors including temp firms. Target staffing levels are subject to change at HTFC's discretion.</p>
SO-8	<p>Where possible, the Vendor will strive to fill positions with staff who reside in New York State. <b>All customer service representatives are required to be residents of New York State.</b></p>
SO-9	<p>Staff will work 40 hours per week; not inclusive of lunch or breaks; overtime at time and a half must receive prior authorization by the HTFC Point of Contact.</p>

SO-10	The Vendor will recommend staffing levels for Financial Administration, Program Technology, Quality Control/Fraud Detection and any other teams/positions recommended at HTFC’s approval.
SO-11	After the initial staff up, the volume of calls and inquiries, as well as the flow of applications, is expected to vary greatly and is hard to predict. The Vendor will assess staffing levels daily and will make recommendations to add or subtract staff as necessary based on the desired KPIs.
SO-12	The Vendor will train any State Staff assigned to the project as necessary, and will include assigned State staff in meetings, communications, guidance, etc.
SO-13	The volume of applications and phone/email inquiries is expected to surge within the first 2-4 weeks of the program. All teams should be prepared to increase in size significantly if necessary.
SO-14	The Vendor will provide a transition plan to HTFC upon request to reduce staffing levels, memorialize procedures, and train incoming staff in advance of transferring the program either fully or partially to HCR staff or to another entity once contract spending authority is exhausted or the contract is terminated.
SO-15	<p>The Vendor will conduct background checks in compliance with New York State Law for all employees working on this program according to procedures approved by HTFC and in accordance with New York State law, and at the Vendor’s sole expense. Background checks shall include:</p> <ul style="list-style-type: none"> <li>○ Social Security Number Trace and Address History</li> <li>○ Federal Criminal Conviction Report</li> <li>○ Nationwide Criminal Conviction Report</li> <li>○ Statewide Criminal Conviction Report</li> <li>○ National Sex Offender Registry</li> <li>○ State Sex Offender Registry - All states in which the individual has resided</li> <li>○ College/University Degree – May be performed based on position</li> </ul> <p>This requirement must be complete within 15 days of employee start date.</p>
SO-16	All employees of the Vendor and Vendor’s subcontractors (herein referred to as Vendor Staff) will sign Non-Disclosure and confidentiality agreements in a form prescribed by HTFC. No Vendor employee is permitted to discuss this contract or any part of this program to a member of the press, social media, or on any publicly available platform without prior written authorization from HTFC.
SO-17	The Vendor will provide Data Security Procedures for ensuring the safe and secure transmission of all program data to employees, including policies and procedures for handling Personal Identification Information (“PII”). The Vendor or their subcontractors will provide all technology equipment necessary for vendor employees to work securely, including laptops, cell phones, Internet access etc. All hardware, software and Internet access solutions shall comply with ITS requirements. HTFC will ensure State staff have appropriate equipment. <b>The cost of purchasing any equipment shall be included with the Vendor’s bid.</b>
SO-18	Any equipment purchased by the vendor and reimbursed by HTFC will be returned to HTFC in good working order when it is no longer needed, at HTFC’s discretion. HTFC reserves the right to review specifications for any equipment purchase in advance.
SO-19	HTFC will provide access to Verizon Integrated Virtual Response and Contact Center or another system to route calls; Vendor will develop workflow, routing logic and scripts for automated attendant in both English and Spanish.
SO-20	The Vendor will ensure that a sufficient number of Vendor staff are Spanish speaking and bilingual and are available to respond to all inquiries; The Vendor shall have a plan for providing translation services for inquiries in other languages, including Bengali, Chinese, Haitian Creole, Korean and Russian where staff are not available, and will comply with the NYS Language Access Policy. The Vendor shall maintain a subcontract with language translation services to ensure adequate coverage and to provide for other languages not listed here.
SO-21	The Vendor shall provide for TTY or other technology to assist people who are hearing impaired.
SO-22	No Vendor Staff will save any program data or PII on a hard drive, thumb drive or other external device unless otherwise approved by HTFC. Employees will only interface with program data using the technology approved by HTFC. Where documents must be downloaded in order to be viewed, vendor staff will be required to immediately delete any files saved once no longer needed for application review. <b>The Vendor shall describe the protocol for safeguarding digitally stored PII in their Proposal Narrative.</b>
SO-23	Vendor will ensure that all staff with access to PII have been trained on applicable PII Confidentiality and Security requirements and require staff to sign nondisclosure agreements. Staff found to be violating confidentiality protocols or compromising applicant data shall be immediately terminated. The Vendor will inform the HTFC in writing immediately of any breach in data security.
SO-24	Vendor Staff shall comply with the New York State Code of Ethics and all applicable policies related to employee conduct in the HCR Employee Handbook and shall strive to avoid the appearance of conflicts of interest at all times.

	<b><u>ii: TRAINING</u></b>
T-1	<p>The Vendor will provide a Training Plan acceptable to HTFC for all Vendor and any assigned State Staff working in the Call Center; This plan will include:</p> <ol style="list-style-type: none"> <li>1. Call Scripts for Frequently Asked Questions</li> <li>2. Instructions for using the Verizon phone system or other phone system as directed by HTFC</li> <li>3. Instructions for using the Vendor technology solution</li> <li>4. A review of the requirements in the Act and Administrative Plan to allow call center staff to take applications over the phone</li> <li>5. Data security and confidentiality</li> <li>6. Best practices for managing difficult customers, resolving disputes, etc.</li> <li>7. Procedures to access applicant data, check applicant status and upload documents</li> <li>8. Confidentiality rules for disclosing applicant data</li> <li>9. A plan for ongoing training and staff communication to identify vulnerabilities apply lessons learned, update staff on policy changes, and promote best practices.</li> <li>10. The Vendor shall provide sensitivity training to all staff interacting with the public to prepare them for appropriate communication with customers from different and diverse backgrounds.</li> </ol>
T-2	<p>The Vendor will provide a Training Plan acceptable to HTFC for all Vendor staff on the Case Management Team and any assigned state staff; Topics for this plan shall include:</p> <ol style="list-style-type: none"> <li>1. A summary of The Act and its requirements</li> <li>2. Administrative Plan Requirements</li> <li>3. Use of the Vendor Technology Solution.</li> <li>4. Determining applicant eligibility and calculating HAP</li> <li>5. Assessment of third-party income and lease documentation.</li> <li>6. Verification of income using state and federal data</li> <li>7. Data security and confidentiality</li> <li>8. Best practices for managing difficult customers, resolving disputes, etc.</li> </ol>
T-3	<p>State staff will be made available to assist in developing training materials and presenting topics. Materials will be approved in advance by HTFC. The Vendor will coordinate with State staff to schedule meetings and working sessions to create training content as necessary.</p>
T-4	<p>The Vendor will schedule and host team meetings and best practice sessions as requested by HTFC with both Vendor and HCR staff to exchange information, update procedures and learn from common experiences.</p>
T-5	<p>As part of the training plans, the Vendor will produce written training materials in electronic form to be distributed to new State and Vendor Staff employees for both the Case Management and Customer Service Teams. Training materials will be made available in digitally in a secure format, easily accessible and capable of being amended. Training materials shall become the property of HTFC upon acceptance.</p>
T-6	<p>The Vendor may use a Train the Trainer method to orient Vendor Staff hired after the initial training deadlines. HTFC may audit or participate in training sessions as necessary to ensure proper interpretation of program rules.</p>
T-7	<p>HTFC is also contracting with a network of local, community based non-profit partners. HTFC may require the Vendor to include Nonprofit staff in trainings and orientation meetings as necessary and provide applicant data to nonprofit partners upon request. The Vendor will not be contractually responsible for the performance of nonprofit staff.</p>
	<b><u>POLICY AND OPERATIONS</u></b>
P-1	<p>The Vendor will deliver the Program in accordance with requirements in The Act , the Administrative Plan, and all applicable federal and state rules and requirements. HTFC may amend the Administrative Plan as necessary. In that event, HTFC will notify the Vendor within the 24 hours of any amendments adopted, and the Vendor will be required to update all procedures and training materials, notify all Vendor and subcontractor employees, and implement the changes as soon as reasonably possible.</p>
P-2	<p>HTFC will categorize amendments to the Administrative Plan as one of the following at its discretion:</p> <ol style="list-style-type: none"> <li>1. Emergency Amendment – must be implemented immediately.</li> <li>2. High Priority Amendment – must be implemented within 24 hours.</li> <li>3. Medium Priority Amendment – must be implemented within 48 hours.</li> </ol>

	4. Low Priority Amendment – must be implemented within 72 hours or a length of time to be specified.
P-3	The Vendor may be asked to provide data to inform changes to the Administrative Plan, as well as comments and suggestions regarding potential implications and unanticipated outcomes.
P-4	The Vendor may be asked to provide guidance and recommendations regarding various technology needs, requirements and process flow, and suggest ways to streamline and improve functionality.
P-5	The Vendor will produce written policies and procedures for case management, quality control, fraud detection, collection of landlord documentation, appeals, etc.
P-6	The Vendor will produce daily metrics reports that will, at minimum, include updates on all Key Performance Indicators and other required fields such as: # of calls received in the call center # average hold/wait times broken down for English, Spanish and other languages/ASAs/CAR # categories of calls received/disposition Breakdown of calls requiring translation # of calls awaiting call-backs # of applications started but not completed # of applications received/# of applications entered by each nonprofit partner as proxy # of applications with Primary Review completed/Case Curing/Secondary Review required/completed/# of cases in appeals Total applications approved/paid and dollar value of payments/Dollars remaining Approved applicants awaiting W9s; length of time for landlord to reply # of appeals filed and determinations rendered Other categories as requested by HTFC
P-7	The Vendor will provide data upon request to fulfill reporting requirements for the U.S. Treasury Department, federal or state elected officials, and in response to any monitoring or audit requirements.
P-8	The Vendor will create a log to track inquiries from HTFC nonprofit partners, federal and state elected officials, the Governor's office, etc.

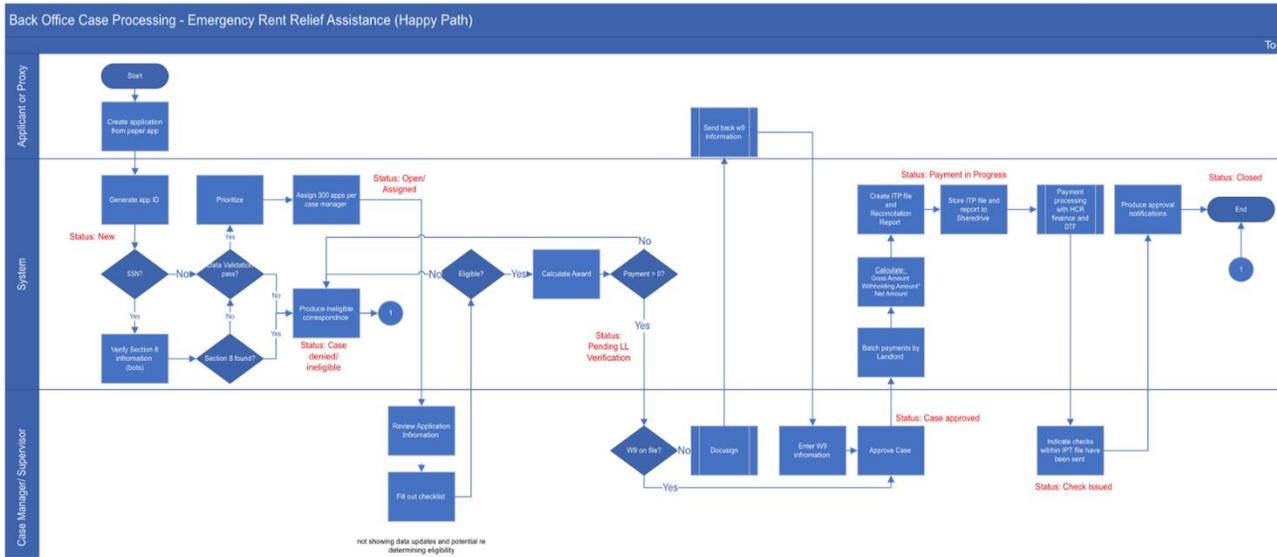
REQD	<b>PART 1B: STAFFING</b>
	<b>i: CALL CENTER</b>
S-1	The Vendor shall develop a Customer Service Plan that includes, but is not limited to, the call center model, channels of support, service level agreements (SLA) and key performance indicators (KPI), roles and responsibilities, monitoring and reporting, and continuous improvement. The Vendor shall define KPI targets as discussed with and approved by HTFC, including but not limited to Average Speed of Answer (ASA) and Call Abandonment Rate (CAR).
S-2	<b>The Vendor will strive to ensure the following KPIs at minimum:</b> 1. Each Customer Service Representative should respond to and satisfactorily resolve an average of 7 calls per hour. 2. ASA for a caller shall not exceed 10 minutes. 3. Each email inquiry should receive a substantive response within 24 hours.
S-3	The Vendor will utilize a State provided toll-free 1-800 number and a program email on HCR's website and the Application Portal that will route inquires to Customer Service Staff who are working remotely; The Vendor will be responsible for recording greetings, automated messages and features for callers as approved by HTFC.
S-4	The Vendor will generate a daily call center metrics as specified by HTFC including response times, number of incoming and outgoing calls, and outcomes/resolutions. Comments and disposition for each call will be logged.

S-5	Customer Service staff shall be accessible through a toll-free number and shall be operational from 8 am- 7 pm ET Monday through Sunday, except State and federal holidays, during the application period; Hours may shift to Monday through Friday after the application period and may be shifted again at HTFC’s discretion depending on call volume and the need for outgoing calls. The Vendor will schedule staff sufficiently to ensure adequate phone coverage to meet KPI at all times to comply with the above listed KPIs. HTFC reserves the right to require staffing on Sundays and holidays as well as extended hours on other days if necessary. Staff hours will be staggered to ensure sufficient coverage at all times while avoiding overtime if possible.
S-6	Customer Service staff shall be accessible by phone and email for follow up with callers. The Vendor will schedule staff sufficiently to ensure adequate email coverage to meet required KPI at all times.
S-7	Customer Service representatives will perform the following duties: <ol style="list-style-type: none"> <li>1. Respond to phone calls and emails; answer basic questions about the application process and use of the portal</li> <li>2. Transfer calls and forward emails involving more complex, policy questions to a Case manager</li> <li>3. Assist applicants who, based on phone and email inquiries, may be struggling to complete the application; <b>serve as proxy for applicants who require someone to enter data and upload documents on their behalf.</b></li> <li>4. <b>Provide for escalation of difficult callers to a supervisor.</b></li> <li>5. Print and mail written correspondence to applicants and landlords who do not have access to email or text.</li> <li>6. Refer callers who requiring greater assistance to nonprofit partners; track and follow up on status of referrals.</li> <li>7. Send and receive W-9s from landlords and upload them to landlord portal.</li> <li>8. Identify any coding errors or loss of service in the applicant portal or administrative portal and report to HTFC.</li> <li>9. Participate in outgoing call campaigns to collect information and documentation from applicants and landlords.</li> <li>10. Respond to applicant inquiries about the status of their application and provide direction on next steps</li> <li>11. Other duties as necessary to assist applicants and landlords in applying for assistance in a timely manner.</li> </ol>
S-8	Personal Identification Information may not be transferred from applicants or landlords by email; the Vendor will provide a secure method to receive documents with PII, utilizing a portal, encrypted emails, etc.
S-9	The Vendor shall provide a weekly schedule of anticipated staffing levels by noon on Friday prior to the start of the week.
S-10	The Call Center shall have procedures for referring callers to other available services in New York State.
S-11	The Call Center shall have procedures for routing, elevating and reporting calls from callers who threaten harm or who pose an immediate danger to themselves or others.
	<b>ii: CASE MANAGEMENT</b>
M-1	The Vendor shall develop Application Review Procedures that will include the process for case management staff and supervisors to review applications and documentation, verify eligibility, validate income and rent calculations, collect landlord payment data, and approve subsidy payments under the oversight of HTFC. This will include developing process flow diagrams, policies and procedures, and other documents as necessary. The Vendor will recommend quality control protocols and internal controls to ensure accuracy, prevent fraud, and minimize error. The Vendor shall define methods and workflow and establish KPI targets with HTFC approval.
M-2	<b>The Vendor will strive to ensure the following KPIs at minimum:</b> <ol style="list-style-type: none"> <li>1. Each Case Manager assigned to primary reviews shall average no less than 21 reviews per day.</li> <li>2. Each Case Manager assigned to secondary reviews shall average no less than 14 cases cured per day.</li> <li>3. Each Case Manager assigned to appeals shall average no less than 10 reviews per day.</li> </ol> Inquiries requiring a case manager should receive a substantive response within 24 hours.
M-3	The Vendor is responsible for ensuring that no duplicate payments are issued and may be held financially responsible for duplicate payments or overpayments that must be recaptured due to Vendor error. The Vendor will, at minimum, ensure that: 1. No individual is able to submit and have approved more than one application to this program; 2. No individual who submits an application is also listed as a household member on another application; 3. No individual is counted as a household member on more than one application; 4. The Landlord and the Applicant are not the same person. The Vendor will at minimum be expected to cross reference names, addresses and social security numbers (if available) of applicants and household members. It is anticipated that the Vendor’s technology solution (see requirements below) will automate this function and flag duplicate applications to the extent possible.
M-4	Case managers will work Monday through Friday from 8 a.m. to 5 p.m.ET , except State and Federal holidays. Case managers hours should be staggered to ensure sufficient coverage. Case managers will work remotely.

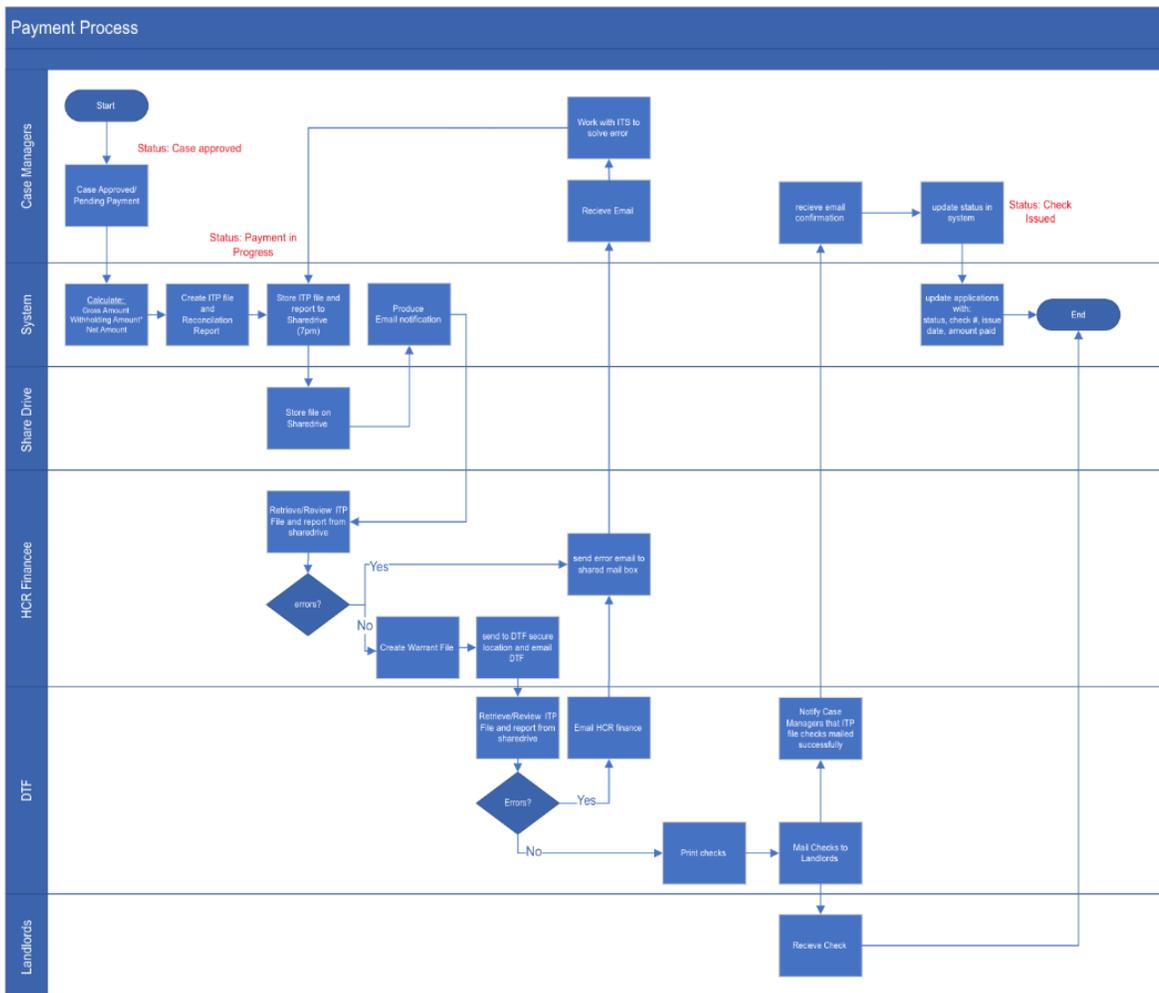
M-5	<p>Case managers will perform a Primary Review to determine eligibility for each applicant as determined by HTFC. ; As a result of the Primary Review, applications will be approved, denied or paused due to insufficient/incomplete information; applications that are paused will receive a Secondary Review for case curing, where case managers will request and review missing or clarifying documentation. Applicants may also appeal a denial, which would trigger one additional review. Tasks performed by case managers include, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Check the lease rent, as applicable and confirm that it is the same as the rent listed on the application.</li> <li>• Verify that the tenant household information listed on the lease matches the information provided by the tenant.</li> <li>• Confirm that the total income provided by the tenant on the application is consistent with the income documentation provided.</li> <li>• If there is a discrepancy in the income calculation, verify that the discrepancy is within the allowable limits as stated in the Administrative Plan.</li> <li>• Calculate and confirm that the HAP calculation is correct.</li> <li>• Receive calls and emails forwarded by Customer Service Representative.</li> <li>• Contact an applicant by phone, email or mail who require additional documentation or information in order to determine eligibility.</li> <li>• Collect, cross reference and validate landlord W-9 data for payment.</li> <li>• Contact applicants whose file requires additional documentation.</li> <li>• Flag documents that look forged, altered, or inaccurate.</li> <li>• <b>Cross check data provided utilizing state data linkages provided by HTFC</b>, including from the NYS Department of Labor, The Department of Taxation and Finance, the NYS Office of Temporary Disability Assistance, the U.S. Dept. of Housing and Urban Development.</li> <li>• Utilize third party data sources as approved by HTFC to verify applicant data.</li> <li>• Other validation as determined necessary.</li> </ul> <p>Flag and follow up to request additional documentation, attestations, etc. as per the Administrative Plan for applicant’s reporting questionable data – such as unusually high rent burden (rent greater than 80% of household income) or zero income.</p>
M-6	<p>The Vendor may be requested to link their Technology Solution to upload and securely access data from the NYS Department of Labor, Office of Temporary Disability Assistance, the Department of Taxation and Finance as well as the U.S. Department of Housing and Urban Development. This may include Personal Identification Information and other sensitive data. All Vendor staff will comply with all requirements from these agencies regarding secure handling of confidential data, including but not limited to specified data management protocols, additional training, signature of Non-Disclosure Agreements, etc.; additional training will be required. The Vendor will comply with the terms of any Memorandums of Understanding or other written agreements between HTFC and other State agencies. Copies of these agreements as well as rules and requirements for handling data will be provided by HTFC.</p>
M-7	<p>Case managers will also receive calls and emails routed from the Customer Service Team and answer more complex questions regarding eligibility and subsidy calculation.</p>
M-8	<p>The Vendor shall provide HTFC with a daily Case manager performance report in a mutually agreed format. These reports shall document performance over the past day, including but not limited to the current Case manager Staffing Level, the number of initial and secondary reviews completed, landlord W-9s collected and matched, number of applications in approved, denied and paused status, , the average application processing times, and common reasons for denial of assistance.</p>
<p><b>iii: FINANCIAL MANAGEMENT</b></p>	
F-1	<p>The vendor will produce a payment file in cooperation with the HTFC Finance Office to be delivered to the New York State Department of Taxation and Finance to direct deposit transfers (and in rare cases paper checks), as stipulated by HTFC. Payment files will take place at least weekly.</p>
F-2	<p>The payment files will include all applications approved for payment for that week/pay period and will group payments to the same landlord/corporate entity.</p>
F-3	<p>The Vendor will ensure the proper withholding amount as required by State and Federal law.</p>
F-4	<p>The payment file will include an IPT file and payment reconcile file in formats to be prescribed by HTFC. These files will be delivered by the deadline set by HTFC.</p>

F-5	<p>The Vendor will maintain and report weekly on the budget for the program allocation, and will at minimum track:</p> <ol style="list-style-type: none"> <li>1. The total dollar value requested for the applications received.</li> <li>2. The total dollar value for applications approved but not yet paid.</li> <li>3. The total dollar value of applications paid.</li> <li>4. The amount of funding remaining.</li> <li>5. Projections of how many applications may be funded.</li> </ol> <p>Total expenses to date and projected future expenses for the Vendor.</p>
F-6	The Vendor will be responsible for ensuring the landlord portal properly links W-9 information from landlords with their respect tenant applicants and ensure that the correct landlord and corporate entity are paid for each applicant.
F-7	The Vendor will report any overpayment of HAP funds that is discovered, regardless of the cause, to HTFC within 24 hours. The Vendor will identify the reason for the overpayment, including but not limited to applicant or staff error, fraud, etc.
F-8	The vendor will generate 1099s, 1042s and any other required IRS reporting documents on behalf of HTFC in compliance with federal and state law for all landlords for 2021 by the date required by law.
	<b>iv: QUALITY CONTROL/FRAUD DETECTION</b>
Q-1	Supervisory ratios shall not exceed 10:1 unless otherwise approved by HTFC. At least one supervisor shall be on duty at all times for both the Call Center and Case Management Team.
Q-2	The Vendor will provide quality control staff to review the determinations of the Case managers. Quality control staff will audit no less than 10% of all applications reviewed by the Vendor. <b><u>This Quality Control is in addition to case manager and supervisor reviews.</u></b>
Q-3	The Vendor will establish a plan for ruling on applicant appeals that is consistent with the Administrative Plan. An appeal may be reviewed by a Case manager, provided that the person hearing the appeal did not also complete or approve the initial determination. A supervisor or quality control specialist may also be used for this purpose.
Q-4	The Vendor will provide staff to follow up on complaints regarding fraud, waste and abuse received from applicants, landlords, staff or the public.
Q-5	The Vendor shall provide to HTFC weekly Quality Control report detailing the number of files audited and the most common errors.
Q-6	The Vendor will report any overpayment of HAP funds that is discovered, regardless of the cause, to HTFC within 24 hours. The Vendor will identify the reason for the overpayment, including but not limited to applicant or staff error, fraud, etc.
Q-7	The Vendor will report any allegation of illegal activity by any Vendor Staff to HTFC immediately.

**Figure 1: Sample Case Management Process Flow**



**Figure 2: Sample Payment Process**



## COMPONENT II: TECHNOLOGY SOLUTION

REQ ID	COMPONENT II: TECHNOLOGY SOLUTION
	<b><u>FUNCTIONAL REQUIREMENTS</u></b>
	<b><u>PART IIA: CUSTOMER FACING PORTALS</u></b>
	<p>The Vendor will design, build and host an interactive, web-based solution that shall enable the capture and storage of an Application to the program that will be added to the Waitlist, prioritized and reviewed, while also verifying landlord identity and collecting payment/tax documentation. The portal must allow applicants to check application status. The portals shall provide for a mobile application. The Vendor shall propose a strategy for utilizing technology to communicate with applicants and landlords that should include some combination of automated emails and texts, message postings within the portal, etc.</p>
	<p>All customer facing portals shall be screen reader accessible and ADA compliant.</p>
	<p><b>A1. Applicant Portal</b></p>
A-1	<p>The Vendor will create a pre-screening tool that requires an applicant to enter their county, income, confirm their status as a renter, and unemployment status to determine if they meet the basic criteria for this program.</p>
A-2	<p>The Vendor will be required to link to the ITS applicant portal to provide applicant authentication utilizing ny.gov.</p>
A-3	<p>The portal must accept applications from both landlords and tenants; Multiple members of the same tenant household must be able to access an application and certify data. Tenant households shall be prompted to certify data provided by the landlord.</p>
A-4	<p>Application fields shall include all data required per the HTFC Administrative Plan. This may include but is not limited to:</p> <ul style="list-style-type: none"> <li>○ Applicant first and last name</li> <li>○ Date of Birth</li> <li>○ Social security number (or other forms of identification if SSN is not available)</li> <li>○ First and last name, Date of Birth and social security number or other identification number(if available) for all household members</li> <li>○ Applicant Race &amp; Ethnicity</li> <li>○ Applicant Proxy name and contact information (phone/email)</li> <li>○ Apartment unit/primary residence address</li> <li>○ Number of bedrooms</li> <li>○ Mailing address</li> <li>○ Total monthly and annual income each adult household member in 2020 (or for another period per the Administrative Plan; and total annual household income)</li> <li>○ Categorization of income: wages, alimony, child support, public assistance, etc.</li> <li>○ Rent amount</li> <li>○ Back rent owed</li> <li>○ Landlord name, street address, phone number and email address</li> <li>○ Senior/Disabled Status</li> <li>○ Primary language</li> <li>○ Other data fields as determined necessary by HTFC</li> </ul> <p>Data fields are subject to change at HTFC discretion.</p>

REQ ID	COMPONENT II: TECHNOLOGY SOLUTION
A-5	<p>The portal shall prompt and allow the applicant to upload attachments by required category as prescribed in the Administrative Plan. This may include:</p> <ul style="list-style-type: none"> <li>○ Apartment lease and proof of tenancy</li> <li>○ Income documentation</li> <li>○ Acceptable identification</li> </ul> <p>The attachments shall be linked to the application.</p>
A-6	<p>The portal must allow an Applicant to save an application, and later return to complete it. The portal must also allow Applicant to check the status of their application once submitted.</p>
A-7	<p>The Applicant must allow for applicants and household members to self-certify income, and to certify the accuracy of income provided by third party sources including other State data systems.</p>
A-8	<p>The applicant shall enter the name, address, phone number, and email address of the landlord; The solution shall generate an email and/or text message to landlord, when provided, notifying them that an application has been received and prompting them to access the Landlord Portal (see below).</p>
A-9	<p>The portal shall enable the tracking of various eligible incomes, such as from wages, from welfare assistance (such as Temporary Assistance for Needy Families [TANF]), from pension and social security benefits, and from other sources such as child support and unemployment insurance.</p>
A-10	<p>The portal shall enable the tracking of an authorized individual (“proxy”) who would act on behalf of Applicants who cannot handle program obligations on their own. This authorized individual would be able to perform all the same functions as the Applicant; this may include Call Center staff as well as staff working for nonprofit partners.</p>
A-11	<p>The portal shall track how many applications were entered by each nonprofit partner.</p>
A-12	<p>At the close of the application period, the Solution shall generate a waiting list based on the priorities in the Administrative Plan. This Waiting List will determine the order in which applications are reviewed.</p>
A-13	<p>The portal will prompt an Applicant to validate all amounts entered at time of entry and shall provide an “assistance calculator” to show applicants how much subsidy they may be eligible to receive.</p>
A-14	<p>The portal will display and compare total amounts against monthly amounts as applicable.</p>
A-15	<p>The portal will be available in six languages and will prompt applicant to indicate their preferred language</p>
A-16	<p>The portal must validate that the Applicant’s address is a valid USPS address. If the address is a valid USPS address, the system must allow the applicant to proceed. If the address is not a valid USPS address, the system must ask the Applicant to validate their address</p>
A-17	<p>Duplicate account: An application in which an Applicant Household’s address appears across two or more applications for the program, and in which the same household members names or social security numbers also appear is a duplicate application. The solution will flag and reject an applicant who attempts to enter a duplicate social security number that has already been entered by previous applicant.</p>
A-18	<p>The applicant shall certify that they are not presently receiving Section 8 or another form of federal, state, or local rental assistance for the same time period.</p>
A-19	<p>The applicant shall report if, the amount, and by how many months they currently owe rent.</p>
A-20	<p>The portal shall generate and send an email Receipt of Application notification and an auto-generated confirmation number to the Applicant and the landlord upon completion of an application in English and the applicant’s primary language.</p>
A-21	<p>The portal shall capture and maintain a 50% and 80% of median income eligibility limit by county.</p>
A-22	<p>The portal shall identify whether the application meets income eligibility and prioritize the application by whether it is below 50% of median, and according to other priorities in the HTFC Administrative Plan.</p>

REQ ID	<b>COMPONENT II: TECHNOLOGY SOLUTION</b>
A-23	The portal shall permit the applicant to upload additional documents required in response to a case curing notice or appeal, after the application period has closed; these documents will become a part of the application. Upon logging in, the Portal should list for the applicant what documents are presently missing or require clarification.
A-24	The portal shall provide a method for an applicant to enter an appeal of a notice of denial.
A-25	The portal shall not allow an Applicant to appeal an application denial if not received within the timeframe in the HTFC Administrative Plan.
A-26	The portal shall enable an Applicant to view the Application they have submitted.
A-27	The portal shall enable an Applicant to access, view, download, and print their Receipt of Application notification.
A-28	The portal shall enable an Applicant to update their contact information.
A-29	The portal shall enable an Applicant to request modification of their Application information.
A-30	The portal shall not allow the update of data fields on their Application beyond contact information. (Business Rule); Applicants may upload additional attachments upon request in response to case cure/appeal notifications.
A-31	The portal shall enable an Applicant (the tenant in cases where tenant applying and the landlord and tenant in cases where landlord applying on applicant's behalf) to digitally sign and affirm the truthfulness of their application.
A-32	The portal shall enable the Applicant to request a reasonable accommodation and track the status of such request.
A-33	The Applicant portal and all its functionality shall be accessible through a mobile device.
A-34	The portal shall allow the Applicant and all adult household members to sign the application and provide consent for HTFC to access any income data that DTF, DOL or OTDA may have related to them.
	<b>A2. Landlord Portal</b>
L-1	The solution shall include a secure portal to support self-service capabilities for Landlords who participate in the program; the solution shall prompt landlords to agree to the terms for receiving assistance prior to processing payments.
L-2	The portal shall enable the Landlords to maintain limited demographic/contact information and request other changes such as for bank account information, and TIN.
L-3	The portal shall enable the Landlords to view their year-to-date payments
L-4	The portal and all its functionality shall be accessible through a mobile device.
L-5	The portal shall enable the Landlords to view their IRS required documentations (e.g. 1099, 1042). Note: IER-001 is notices on portal.
L-6	The portal shall identify a unique ID for each landlord, and associate that with IDs for individual corporate entities.
L-7	The portal shall link landlord ID with applicant confirmation numbers.
L-8	The portal shall allow a landlord to track multiple corporate entities.
L-9	The portal shall allow landlords to see previously uploaded documents
L-10	The portal shall provide a display for landlord to see a list of applicants who have been approved for payment in their properties.
L-11	Technical support for landlords shall be available in the Call Center.

REQ ID	<b>COMPONENT II: TECHNOLOGY SOLUTION</b>
L-12	The portal shall display text in all six languages.
L-13	Upload and integrate previously collected W9 data from the State's 2020 COVID Rent Relief Program.
	<b><u>PART IIB: BACK OFFICE SOLUTION FOR CASE MANAGEMENT, PAYMENT PROCESSING &amp; WORKFLOW</u></b>
	<b>In addition to external facing portals for landlords and applicants, the Vendor will also provide a variety of back office solutions to assist case managers in tracking application status, performing eligibility determinations, calculating subsidy, processing appeals, requesting documentation from applicants, and processing payment.</b>
E-1	<p>Once an application is submitted through the portal, the back office solution shall:</p> <ul style="list-style-type: none"> <li>○ Run section 8 and public housing Verification (data linkage to be provided by HCR)</li> <li>○ Verify Application information with data from external agencies (data linkages to be facilitated by HCR)</li> <li>○ Prioritize Cases</li> <li>○ Assign Cases (both automatically and allow case manager supervisors to make assignments)</li> <li>○ Determine applicant eligibility</li> <li>○ Update information provided by applicant</li> <li>○ Calculate subsidy for approved applications</li> <li>○ Link and access application attachments</li> <li>○ Record and track applicant status</li> <li>○ Provide categories regarding the reasons for a denial.</li> <li>○ Generate approval, denial and case curing notices individually or in bulk</li> <li>○ Process requests for and track appeals</li> <li>○ Enable quality control</li> <li>○ Link landlord W9 submissions in the Landlord Portal with Applications submitted through the Landlord Portal</li> <li>○ Generate payment files</li> <li>○ Receive returned/voided payments and re-issue/adjust payments as necessary</li> </ul>
	<b>B1. Case Management</b>
E-2	HTFC may require the vendor to link its solution to access and upload data from other state or federal agencies. This data will be used to verify applicant-supplied data and identify ineligible households in advance of case management. The specific path for linking systems may vary depending on the configuration of the Vendor's data solution. The Vendor, HTFC and ITS will work collaboratively to establish a link that is streamlined and secure. HTFC reserves the right to require the Vendor to make reasonable modifications not listed here to comply with directives from ITS.
E-3	The solution shall provide the ability to enter and maintain verification results for other income sources.
E-4	The Solution must alert case manager if the applicant has indicated communication in a preferred language and which language.
E-5	The Solution must allow identified case managers or call center staff to scan and upload documents to an associated case and generate a notification to the assigned case manager
E-6	The Solution must allow Case managers to see and process assigned cases.
E-7	The Solution must provide for different roles and level of access, such as: case manager, supervisor, program manager, QC staff, call center, and other roles as recommended by the Vendor.
E-8	The Solution must generate a unique confirmation number for each successfully submitted application.

REQ ID	COMPONENT II: TECHNOLOGY SOLUTION
E-9	The Solution must be capable of transferring data to HCR or ITS in a useable format upon request. Data may either be for individual applicants, a partial subset of applicants and landlords, or a full data set.
E-10	<p>The Solution must track case status using the following Cases statuses:</p> <ul style="list-style-type: none"> <li>New</li> <li>Open/Assigned</li> <li>Pending LL Verification</li> <li>Case Approved/Payment in-progress (ITP file generated and sent to HCR finance)</li> <li>Check Issued (Payment Dispersed in excel)</li> <li>Case Denied/ineligible</li> <li>Case Closed</li> <li>Case in Appeal</li> </ul> <p>The Solution must case manager the following sub-statuses for Cases in Appeal</p> <ul style="list-style-type: none"> <li>Pending Appeal Determination</li> <li>Pending Appeal Approved</li> <li>Pending Appeal Denied</li> </ul> <p>The Solution must case manager the following sub-statuses for Cases under Audit</p> <ul style="list-style-type: none"> <li>QC Pass</li> <li>QC Fail</li> </ul>
E-11	The Solution must allow case managers to set due dates for receipt of documents for individual cases. Case Manager supervisors will have ability to set due dates for multiple cases or categories of cases.
E-12	The Solution must allow authorized case managers to manually update case statuses. The status should be visible to staff in the Call Center as well as notes regarding the reason for the status, including missing documents, reasons for applicant denials, etc.
E-13	The Solution must allow authorized case managers to indicate the applicant has requested “reasonable accommodations.”
E-14	The Solution must allow case managers to extend the due date of the application or the time frame for appeal if a household with a member with a disability requests such extension as a reasonable accommodation, per the requirements in the Administrative Plan.
E-15	The solution shall provide configurable alerts for approaching case curing and appeals deadlines. The Solution must notify case managers when due dates have passed.
E-16	The solution shall enable the geocoding of the address of the housing unit for purposes of reporting and data visualization.
E-17	Where HTFC is able to facilitate secure data sharing with local governments; the solution shall enable the tracking of Applicants who are entering the program and are participating in other State programs.
E-18	The solution shall automatically calculate the Housing Assistance Payment (HAP) amount for the Applicant based on information about the Applicant.
E-19	The solution shall allow for the auto generation of individual and bulk email and text notices for approval, denial, case curing and appeals; these notices shall be able to pull data from individual applications to provide reasons for denial. Letters shall be generated in both English and Spanish as well as preferred language of applicant. Copies of the notices should be logged with the applicant file.
E-20	The solution shall record the date of request for an Appeal if such is received
E-21	The solution shall allow case managers and supervisors to conduct an additional review in response to an appeal, record the date a decision is rendered, and change the applicant status as necessary.
E-22	The solution shall enable the creation, display, and update of Applicant information.
E-23	The solution shall allow for quality control staff to review a file, both prior to and following payment, change status, and report any fraud or need to recapture funds.
E-24	The solution shall enable an association to be created and maintained between an Applicant and a Case Manager. This includes the ability to transfer Applicants from one Case Manager to another, individually and in bulk.

REQ ID	COMPONENT II: TECHNOLOGY SOLUTION
E-25	The solution shall enable the maintenance of supervisory relationships between Case Managers and supervisors.
E-26	The solution shall enable the searching of program Applicants based on criteria such as name, address, phone number, and tax identification number (TIN).
E-27	The solution shall include an appointment scheduling capability for meetings between case managers and Applicants/Landlords or their designated representative.
E-28	The Solution shall generate data tables that can display a full or partial list of the applicant universe that are accessible and allow for editing by a limited number of high level ‘super users.’
E-29	The solution shall enable the maintenance of bank account information for the Applicant and the Landlord.
E-30	The solution shall track claims of Violence Against Women (VAWA) protections from an Applicant, which prevents them from being penalized as a result of being a victim of VAWA-protected crimes.
	<b>B2. Financial Transaction Management</b>
	<b><u>General</u></b>
FTM-1	The solution shall support payments by both check and Automated Clearing House (ACH).
FTM-2	The solution shall exchange financial transaction information with the State banking services vendor’s software utilizing the most efficient data transfer mechanism available at the time.
FTM-3	The solution shall maintain all currency information, down to the cents.
FTM-4	The solution shall track detailed information around all payments as required.
FTM-4A	The solution shall track data validation, log changes, and include help text.
	<b><u>Payments</u></b>
FT-B	The solution shall track each payment, including amount, date paid, returned status, and repayment status.
FTM-5	The solution shall process Housing Assistance Payment (HAP) amount check payments and send to the New York State Department of Taxation and Finance (DTF), at a minimum on a weekly basis.
FTM-6	The solution shall process Housing Assistance Payment (HAP) amount Automated Clearing House (ACH) payments and exchange the corresponding transaction information with the State banking services vendor’s software, at a minimum on a weekly basis.
FTM-7	The solution shall process individual stop payments on check transactions, as needed, and exchange the corresponding transaction information with the State banking services vendor’s software.
FTM-8	The solution shall process Automated Clearing House (ACH) returns and Notification of Change (NOC) information received from the State banking services vendor’s software.
FTM-9	The solution shall process Automated Clearing House (ACH) reversals as needed so that a previously issued ACH payment can be canceled within 5 business days and exchange the corresponding transaction information with the State banking services vendor’s software.
FTM-10	The solution shall process Housing Assistance Payment (HAP) Withholdings, at a minimum on a weekly basis, as a result of the Notice action as per IRS guidelines, and exchange the corresponding transaction information with the State banking services vendor’s software.
FTM-11	The solution shall process additional payments, credit or debit, to the Landlords, as needed, and exchange the corresponding transaction information with the State banking services vendor’s software.

REQ ID	COMPONENT II: TECHNOLOGY SOLUTION
FTM-13	The solution shall track payments that are not actually received by the Landlord, or are returned by the Landlord, and deducted for 1099 purposes.
FTM-14	The solution shall have the ability to consolidate multiple payments to the same Landlord into a single payment, if requested by the Landlord.
FTM-15	The solution shall allow for the classification of landlords as non-resident aliens and facilitate the placement of any mandatory withholding percentage upon Housing Assistance Payment (HAP) payments that is needed to adhere to IRS regulations and/or provisions of any established tax treaties between the United States and the Landlord’s home country.
FTM-16	The Solution will track when a landlord has failed to provide the required tax documentation or has not accepted the terms of the assistance within the timeframe required in the Administrative Plan, and shall instead issue the payment to the tenant.
FTM-17	The solution shall identify overpayment on Repayment Agreements to determine if a refund is called for. The solution shall process one-time payments to the Applicant for adjustments needed for payments made in error.
FTM-18	<p>The solution must allow case managers to indicate a payment needs to be <u>reissued (reprinted)</u>.</p> <ul style="list-style-type: none"> <li>○ The reissued payment amount must be added back into the <i>Available Funds</i>.</li> <li>○ The Case Status must be reverted to “Supervisor Approved / Pending Payment”</li> <li>○ The solution must include the reissued amounts in the next IPT file sent to HCR finance</li> <li>○ The solution must generate a new check or payment number for the reprint</li> <li>○ The solution must associate the reissued payment information to the applicable landlord and applicant records.</li> <li>○ The solution must track all repayments associated to the landlord for proper 1099 generation.</li> </ul>
FTM-19	<p>The solution must allow case managers to indicate if a <u>specific payment is being returned</u>.</p> <p>If multiple applicants are associated with the payment, the solution must require case managers to indicate which associated applicant(s) and their specific payment(s) are being returned.</p> <p>The solution must require case managers to indicate if it’s a <i>full payment return</i>, or <i>partial payment return</i> for each applicant selected.</p> <p>If a partial payment is returned the solution must require case managers to:</p> <ul style="list-style-type: none"> <li>Indicate which applicant the money is being returned for</li> <li>Provide the returned payment amount.</li> </ul> <p>The solution must generate correspondence for each applicant selected.</p> <p>The solution must provide the ability to generate paper copy for physical mailing or send via email if an email address is provided.</p> <p>If an email address is provided, the solution must generate an automated email.</p>
FTM-20	The solution must allow case managers to regenerate payment(s) for applicants whose funds are not being returned but who’s award amount was part of the original check in the next IPT file generation for reissuance.
FTM-21	<p>If a payment is being returned, the solution must add the returned payment amount back into the total available funds.</p> <ul style="list-style-type: none"> <li>The reissued check amount must be added back into the available funds.</li> <li>The case status must be reverted to “Case Approved / Supervisor Reviewed Pending” -- - To allow for Landlord editing as needed.</li> <li>- Once file is in “Supervisor Approved/Pending Payment”</li> <li>The solution must generate a new check number</li> <li>The solution must associate the reissued payment information to the applicable landlord and applicant records.</li> </ul>

REQ ID	COMPONENT II: TECHNOLOGY SOLUTION
FTM-21A	<p>Stop Payment after no cashing within 180 days            Program staff outreach to owner – HCR Finance will run their report and inform the Landlord Team when checks are outstanding at 30, 60, 90-day intervals. Case managers will conduct outreach to landlords.</p> <p>Stop Payment on checks that are not cashed or deposited after 180 days and multiple attempts at outreach.</p> <ul style="list-style-type: none"> <li>- HCR Finance can stop payments outside of the Backoffice solution if there are less than 10 checks.</li> <li>- The solution will need to generate the IPT file if there are more than 10 checks.</li> </ul> <p>The solution shall enable the case manager to indicate that a stop payment has been issued on a check and link this to a Landlord.</p>
FTM-22	The solution shall process incoming payments as checks, cashier’s checks, or money orders for returned funds.
FTM-23	The solution shall allow for bulk voiding of checks.
FTM-24	The solution shall enable the generation of Housing Assistance Payment (HAP) overpayment electronic notification and electronic payment slip for the Landlord to download on the Landlord’s Portal.
FTM-25	The solution shall track Housing Assistance Payment (HAP) overpayments that the Landlords have been notified about, but the money has not been returned to HTFC.
FTM-26	The solution shall process receivables received from Landlords, along with the corresponding payment slip.
FTM-27	The solution shall process check payments made by Landlords through the Lock Box and shall track them for 1099/1042 purposes, tying it to the correct tax year.
FTM-28	The solution shall process payments from another entity acting on behalf of an Applicant through the Lock Box, such as the NYS Office of the Attorney General or a local government body.
IER-1	<p>The solution shall import B-Notice information received from the IRS annually, compare against Section 8 information, and create first B-Notice letters to notify the Landlords. The first B-Notice letters shall be electronic and available either for printing and mailing or for sharing via the Landlord Portal.</p> <p><i>Note: IRS sends electronically if &gt;250 Landlords, otherwise paper.</i></p>
IER-2	The solution shall track the deadline of 15 business days from HTFC’s receipt of the IRS B-Notice information for when the B-Notice letters must be sent to the Landlords, provide reminder. (Business Rule)
IER-3	The solution shall track the deadline of 30 business days from HTFC’s receipt of the IRS B-Notice information for Landlords to respond to first B-Notices. (Business Rule)
IER-4	The solution shall put Landlord on withhold status and withhold Housing Assistance Payments (HAPs) from Landlords who have not responded to their B-Notices within the deadline.
IER-5	The solution shall take a Landlord off withhold status once the Landlord satisfactorily responds to their B-Notice and track this date.
IER-6	The solution shall track if a Landlord receives two B-Notices over a period of three years and send a second B-Notice in that scenario. The second B-Notice shall be electronic and available either for printing and mailing or for sharing via the Landlord Portal.
IER-7	The solution shall remove withhold status from a prior year when the Landlord has not received a B-Notice in the following three calendar years.
IER-8	The solution shall track Landlords who are exempt from B-Notices withholding, so that B-Notices are not sent to them. Exemption selection options shall adhere to the exemption codes and entity-types listed in the W-9 instructions.

REQ ID	<b>COMPONENT II: TECHNOLOGY SOLUTION</b>
IER-09	The solution shall enable the maintenance of Lien Notice information about a Landlord, as received from the IRS.
IER-10	The solution shall generate and transmit to the IRS, as needed, a list of Landlord information, including but not limited to Name and Tax Identification Number.
IER-11	The solution shall import Landlord verification information received from the IRS, as needed.
IER-12	The solution shall generate 1099 information about payments and withholdings for each Landlord and transmit to the IRS annually via the State banking services vendor.
IER-13	The solution shall generate 1042 information about payments and withholding for each Non-Resident Landlord and transmit to the IRS annually via the State banking services vendor in order to fulfill any 1042 withholding summarization reporting requirements.
IER-14	The solution shall enable the regeneration of 1099 information about payments for a specific Landlord, as a replacement 1099, if the first 1099 was deemed undeliverable by the State banking services vendor.
IER-15	The solution shall enable the generation of 1042 information about payments for a specific Non-Resident Landlord, as a replacement 1042, if the first 1042 was deemed undeliverable by the State banking services vendor.
IER-16	The solution shall allow for the designation of Landlords as Non-Residents and capture the type of W-8 form submitted by such Landlords.
IER-17	The solution shall track the length of time since a submitted W-8 has been signed, and will issue an alert prior to the end of the third succeeding calendar year.
	<b>Reporting and Data Analytics</b>
RDA-001	The solution shall have configurable dashboard capability on the home page for each role, to display metrics and notifications that are relevant to the role, using numeric or graphical components. The dashboard components shall include active links that will support drill-down capability to navigate to more detailed queries or reports.
RDA-002	The solution shall have parametrized canned reports to meet decision support needs for program operations.
RDA-003	The solution shall have a robust ad-hoc reporting capability that will allow the end user to design the content, layout, and calculated values included on the report.
RDA-004	The solution shall enable the sorting of data that is displayed as a result of an online query.
RDA-005	The solution shall enable Copy, Customize, and Save-As functions on an existing canned report. The solution shall enable the user to optionally share this saved report with other users.
RDA-006	The solution shall enforce access to data included in online queries and reports, based on the organizational structure of which the end user is a part. (Business Rule)
RDA-007	The solution shall have the ability to export all data shown in online queries and reports into multiple formats, such as PDF and MS Excel.
RDA-008	The solution shall have the ability to overlay program data on spatial data utilizing geocode at a granular level to be determined, such as county, congressional district, opportunity zone, or property address, to drive online queries and reports.
RDA-009	The solution shall enable the generation of scheduled batch reports on different periodicity, such as monthly or quarterly.
RDA-010	The solution shall enable trend analytics queries to detect program performance trends, such as landlords with chronic problem patterns, tracking of timeliness goals, etc.
RDA-011	The solution shall enable online queries and reports for workload analysis for Case Managers.

REQ ID	COMPONENT II: TECHNOLOGY SOLUTION
	<b><u>1.1</u> Document Imaging and Content Management</b>
DCM-001	The solution shall enable the scanning and upload of paper documents.
DCM-002	The solution shall track every document generated or uploaded, through a barcode identifier and supporting metadata, that associate them with transactional data.
DCM-003	The solution shall enable the generation of all letters, text messages, electronic notifications, and documents needed for the program.
DCM-004	The solution shall enable the generation of ad-hoc documents in real time, using transactional data from the solution, and pre-designed document templates stored in the content management repository.
DCM-005	The solution shall enable the maintenance and tracking of multiple draft versions of the same document.
DCM-006	The Solution will provide for a master user or program manager role who will have the ability to re-assign cases, select case for quality control, add and remove users, and change staff roles.
DCM-007	HTFC may require the Vendor to provide access to the solution for state staff for any role requested.
DCM-008	The solution will cross reference names, addresses and social security numbers of applicants, household members, and landlords; flag duplicate applications and situations where a household member name or social security number appears on more than one application; allow for purge of duplicate applications.
DCM-009	The solution will provide search functionality to search and sort the applicant population by flag, check status (voided checks, check returned), payment amounts, W9 status, applicant address, landlord, landlord address, and TIN; generate reports with this data.

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REQ ID	TECHNOLOGY SOLUTION – NON FUNCTIONAL REQUIREMENTS
SNF-002	The solution shall remain in full compliance with all federal and state data security requirements.
	<b>a. Information Security and Privacy</b>
SNF-003	<p>The solution shall remain in full compliance with New York State Office of Information Technology Services (ITS) information security policies and standards throughout its complete lifecycle, including but not limited to the following:</p> <p><a href="https://its.ny.gov/document/information-security-policy">https://its.ny.gov/document/information-security-policy</a>  <a href="https://its.ny.gov/document/information-security-controls-standard">https://its.ny.gov/document/information-security-controls-standard</a>  <a href="https://its.ny.gov/document/information-classification-standard">https://its.ny.gov/document/information-classification-standard</a>  <a href="https://its.ny.gov/document/information-security-risk-management-standard">https://its.ny.gov/document/information-security-risk-management-standard</a>  <a href="https://its.ny.gov/document/encryption-standard">https://its.ny.gov/document/encryption-standard</a>  <a href="https://its.ny.gov/document/identity-assurance-policy">https://its.ny.gov/document/identity-assurance-policy</a>  <a href="https://its.ny.gov/document/identity-assurance-standard">https://its.ny.gov/document/identity-assurance-standard</a>  <a href="https://its.ny.gov/document/account-management-access-control">https://its.ny.gov/document/account-management-access-control</a>  <a href="https://its.ny.gov/document/vulnerability-scanning-standard">https://its.ny.gov/document/vulnerability-scanning-standard</a>  <a href="https://its.ny.gov/document/cyber-incident-response-standard">https://its.ny.gov/document/cyber-incident-response-standard</a>  <a href="https://its.ny.gov/document/remote-access-standard">https://its.ny.gov/document/remote-access-standard</a>  <a href="https://its.ny.gov/document/security-logging">https://its.ny.gov/document/security-logging</a>  <a href="https://its.ny.gov/document/mobile-device-security">https://its.ny.gov/document/mobile-device-security</a>  <a href="https://its.ny.gov/document/80211-wireless-network-security">https://its.ny.gov/document/80211-wireless-network-security</a>  <a href="https://its.ny.gov/document/authentication-tokens-standard">https://its.ny.gov/document/authentication-tokens-standard</a>  <a href="https://its.ny.gov/document/information-security-exception-policy">https://its.ny.gov/document/information-security-exception-policy</a>  <a href="https://its.ny.gov/document/internet-privacy-guideline">https://its.ny.gov/document/internet-privacy-guideline</a>  <a href="https://its.ny.gov/document/guidance-use-ssns-state-government-entities">https://its.ny.gov/document/guidance-use-ssns-state-government-entities</a></p>
SNF-004	The solution shall provide a customizable User Access Management capability that enables authorized users to assign user access at application, use case, and field level, as needed, by employee role.
SNF-005	The solution shall provide a customizable User Access Management capability that enables authorized users to assign user access at application, use case, and field level, as needed.
SNF-006	<b>The Vendor will be required to utilize the State’s system for all user authentication, known as NY.gov ID.</b> <a href="https://www.ny.gov/services/get-my-nygov-id">https://www.ny.gov/services/get-my-nygov-id</a>
SNF-007	Internal users (Vendor and State Staff) as well as External users including applicants and landlords will create a NY.gov ID (or use their existing NY.gov ID) to log into the Solution provided by the Vendor. The solution shall authenticate applicants and landlords through their NY.gov ID account; this will leverage integration between the solution and the NY.gov ID identity provider using either Security Assertion Markup Language (SAML) v2.0 or Open ID Connect. Either method is acceptable.
	<b>b. Interoperability</b>
SNF-008	The solution shall be interoperable with other technology solutions utilizing modern, industry-standard technologies such as web services and/or Secure File Transfer Protocol (SFTP) interface standards.
SNF-009	The solution shall provide users the ability to send secure messages, including documents, to other authorized users of the solution who may be part of different organizations.
SNF-010	The solution shall be interoperable with other technology solutions within the NYS data center, leveraging the NYS Application Program Interface (API) management standard (RogueWave Akana Platform), for both provider and consumer roles.
SNF-011	The solution shall provide the capability to import data extracted from other systems.

REQ ID	TECHNOLOGY SOLUTION – NON FUNCTIONAL REQUIREMENTS
SNF-012	The solution shall be compatible with scanners to support the document imaging functional requirement DCM-001.
SNF-013	The Vendor shall provide a complete and detailed list of peripheral devices, such as scanners, that are compatible with their solution.
	<b>c. Performance</b>
SNF-014	The solution shall have seamless navigation and meet the two seconds metric for page loads 99% of the time.
SNF-015	The solution shall support 1,000 concurrent users, at a minimum.
	<b>d. Capacity/Scalability</b>
SNF-016	The solution shall be scalable to support expected future growth and expansion of the program.
	<b>e. Availability</b>
SNF-017	The solution, including all Portal components, shall be available at all times outside of planned and approved maintenance windows.
SNF-018	The solution shall achieve a system uptime of 99.7% of 24 x 7 x 365, other than downtime for scheduled maintenance.
SNF-019	The solution downtime shall not exceed four hours within a 24-hour period, without HTFC approval.
	<b>f. Usability</b>
SNF-020	The solution shall incorporate industry best practices for usability.
SNF-021	The solution shall support electronic signature capability that is compliant with the following New York State Office of Information Technology Services (ITS) policy: <a href="https://its.ny.gov/document/nys-g04-001-electronic-signatures-and-records-act-ersa-guidelines">https://its.ny.gov/document/nys-g04-001-electronic-signatures-and-records-act-ersa-guidelines</a>
	<b>g. Accessibility</b>
SNF-022	The solution shall remain fully compliant with the following New York State Office of Information Technology Services (ITS) policy for web navigation throughout its complete lifecycle: <a href="https://its.ny.gov/document/new-york-state-universal-web-navigation">https://its.ny.gov/document/new-york-state-universal-web-navigation</a> .
SNF-023	The solution shall remain fully compliant with any New York State Office of Information Technology Services (ITS) policy for accessibility throughout its complete lifecycle: <a href="https://its.ny.gov/document/accessibility-web-based-information-and-applications-compliance-reporting">https://its.ny.gov/document/accessibility-web-based-information-and-applications-compliance-reporting</a>
	<b>h. Auditing</b>
SNF-024	The solution shall perform audit logging to build a historical record of all user actions, including user authentication attempts, and critical system processes.
SNF-025	The solution shall store audit logs on a server separate from the system that generates the log.
	<b>i. Branding</b>
SNF-026	The solution shall be fully compliant with New York State branding guidelines.
SNF-027	The solution shall remain fully compliant with the following New York State Office of Information Technology Services (ITS) policy for domain names throughout its complete lifecycle: <a href="https://its.ny.gov/document/domain-names-state-government-entities">https://its.ny.gov/document/domain-names-state-government-entities</a> .
	<b>j. Data Entry and Editing</b>

REQ ID	TECHNOLOGY SOLUTION – NON FUNCTIONAL REQUIREMENTS
SNF-028	The solution shall incorporate data entry and editing capabilities such as autofill, spell-check, and formatting/validation.
SNF-029	The solution shall implement all deletes of transactional data as “soft deletes” so that no data is ever physically deleted.
	<b>k. Multilingual Support</b>
SNF-030	The solution’s Portal components shall remain in full compliance with the NYS Governor’s Executive Order No. 26 and HTFC’s Language Access Plan for Limited English Proficiency Individuals, including but not limited to supporting the following languages: Spanish, traditional Chinese, Russian, Haitian-Creole, Bengali, and Korean.
	<b>l. Use via Mobile Devices</b>
SNF-031	The solution shall incorporate responsive design to enable its use via mobile devices.
SNF-032	The mobile Inspector’s App shall be fully functional on mobile devices with industry leading operating systems, such as iOS and Android.
	<b>m. Workflow/Alert/Notification</b>
SNF-033	The solution shall provide workflow and notification capability that can be configured per functional requirements.
SNF-034	The solution shall assist users with completing pre-defined work steps employing a wizard-based user interface.
SNF-035	The solution shall enable users to assign a priority to messages/alerts (High Importance, Low Importance, etc.).
SNF-036	The solution shall enable users to schedule appointments.
	<b>n. Data Retention</b>
SNF-037	The solution shall be fully compliant with federal and NYS data retention guidelines.
	<b>o. Data Analytics (Technology)</b>
SNF-038	The solution shall have Geographic Information System (GIS) capabilities that remain fully compliant with the following New York State Office of Information Technology Services (ITS) policies, as applicable: <a href="https://its.ny.gov/document/geographic-information-systems">https://its.ny.gov/document/geographic-information-systems</a> <a href="https://its.ny.gov/document/gis-data-sharing">https://its.ny.gov/document/gis-data-sharing</a>
	<b>p. Data Transfer and Archiving</b>
SNF-039	The solution shall have the capability to archive bulk data on demand.
	The solution shall have the ability to receive data from ITS database currently being utilized for the 2020 Rent Relief Program.

REQ ID	<p style="text-align: center;"><b>TECHNOLOGY SOLUTION – NON FUNCTIONAL REQUIREMENTS</b></p>
	<p>The Vendor shall provide data in a form prescribed by ITS or HTFC to migrate to the HCR data warehouse. HCR/ITS will identify a data migration SME for the data source. HCR/ITS will approve the Data Migration plan and related artifacts identified below. The Vendor will provide a Data Migration plan and dedicated resource to coordinate data migration activities, including:</p> <p><u>Analysis of Data Source</u>  Gather requirements related to the data source, number of records and specific fields  Gather requirements related to the field type, length and sequence  Produce a Data Source report showing the tables and fields that will serve as the basis for the data conversion specification.</p> <p><u>Data Mapping and Translation Analysis</u>  Guide HCR/ITS in the mapping of source fields to target fields and identifying any gaps  Produce the Data Mapping tables in an MS Excel spreadsheet for migrating data to their corresponding objects and fields in the new solution</p> <p><u>Migration and Validation</u>  Migrate test data as defined in the Data Mapping tables  Coordinate user acceptance testing with HCR/ITS to validate results  Migrate all required data as defined in the Data Migration Plan  Provide hypercare support to ensure all data mapping is supported</p>

REQ ID	TECHNOLOGY SOLUTION – SERVICE REQUIREMENTS
	<b>Engagement/Project Management</b>
SVR-001	The Vendor shall describe their engagement/project management strategy, best practices and lessons learned, methodology and tools, in detail. See the following link: <a href="https://its.ny.gov/nys-project-management-guidebook-release-2">https://its.ny.gov/nys-project-management-guidebook-release-2</a>
SVR-002	The vendor shall be responsible for the management of their engagement to ensure successful implementation of their scope of services.
SVR-003	The vendor shall develop and maintain a Project Management Plan (D1), and shall provide written reports regarding the status of each deliverable, including but not limited to the following: <ul style="list-style-type: none"> <li>• Scope/Requirements Management Plan</li> <li>• Deliverable Expectation Document</li> <li>• Baselined Schedule and Schedule Management Plan</li> <li>• Budget Management Plan</li> <li>• Quality Management Plan</li> <li>• Risk/Issue Management Plan</li> <li>• Resource Management Plan</li> <li>• Communication Management Plan</li> <li>• Change Management Plan</li> </ul>
SVR-004	The vendor shall develop and maintain a detailed and comprehensive project schedule (D2) for the design, development, and implementation (DDI) of the solution, employing a sufficiently detailed Work Breakdown Structure, Task Dependencies, Critical Path, and Resourcing, and clearly identifying tasks where State involvement is required.
SVR-005	The vendor shall baseline the Schedule and track and report on variances from the baseline on a cadence agreed with HTFC.
SVR-006	The vendor shall document and manage project issues, risks, decisions, and actions items, for tracking and reporting.
SVR-007	The vendor shall document and manage their resource plan to deliver the scope of services, for tracking and reporting.
SVR-008	The vendor shall maintain all project documents and artifacts, including a complete version history, on a State repository.
SVR-009	The vendor shall report status (D3) in a format and on a cadence agreed with HTFC, including but not limited to information on accomplishments of last reporting period, planned tasks for next reporting period, risks/issues, resource and budget updates, and Change Orders if any.
SVR-010	The vendor shall collaborate with the HTFC Project Manager or designee for the production of an executive dashboard on a periodicity to be determined.
SVR-011	The vendor shall provide ad-hoc progress reports, data, and information as requested by the State.
SVR-016	The vendor shall ensure that engagement team members are on site (actual locations to be determined by HTFC) at a minimum for the following tasks of the Design, Development, and Implementation (DDI) engagement: <ul style="list-style-type: none"> <li>• Requirements Fit-Gap Review/Validation.</li> <li>• User Acceptance Test Support.</li> <li>• Classroom Training Delivery.</li> <li>• Data Migration Planning.</li> </ul>
SVR-017	Should it become necessary to replace a team member, the vendor shall notify HTFC as soon as the need arises, provide replacement resources with equal or superior skills and qualifications, and ensure sufficient time to complete knowledge transfer before the replaced team member is offboarded, when possible.

REQ ID	TECHNOLOGY SOLUTION – SERVICE REQUIREMENTS
SVR-018	Should it become necessary that HTFC is not satisfied with the performance of a team member and seeks a replacement, the vendor shall work with HTFC to review the deficiencies, and if confirmed, provide a replacement resource with equal or superior skills and qualifications, and ensure sufficient time to complete knowledge transfer before the replaced team member is offboarded, when possible.
SVR-019	The vendor shall obtain HTFC's approval for any replacement Key Personnel.
	<b>Solution Design and Development</b>
	The Vendor shall provide at least one Business Analyst who will oversee implementation, refine requirements and identify gaps.
SVR-024	<p>The vendor shall provide a Design Specifications document (D6) for their solution and specifications on the implementation of each requirement.</p> <ul style="list-style-type: none"> <li>• User stories or use cases.</li> <li>• Screens/report changes/mockups – configuration/customization detail.</li> <li>• Workflow changes.</li> <li>• Non-functional requirement changes.</li> <li>• Data dictionary changes.</li> <li>• Security impacts/changes.</li> <li>• Role-based access configuration, at application and data level.</li> <li>• Control of access to data based on organizational structure.</li> <li>• System Interface specifications.</li> </ul>
SVR-025	The vendor shall obtain HTFC's approval on design prior to starting development of the solution.
SVR-026	<p>The vendor shall provide a Technology Specifications document (D7) that includes the following:</p> <ul style="list-style-type: none"> <li>• End user devices and requirements.</li> <li>• Connectivity requirements.</li> <li>• Data flow diagram.</li> <li>• System context diagram.</li> <li>• Environment configuration plan.</li> <li>• End-to-end interface configurations.</li> <li>• Transport mechanisms and protocols.</li> <li>• Network system configuration, including mobile.</li> <li>• System performance capacities.</li> </ul>
SVR-027	The vendor shall obtain HTFC's approval on the technology specifications document prior to starting infrastructure setup and development.
SVR-028	The vendor shall make sure that the infrastructure setup and application design support the requirements of the Information Security Plan (D7) as described in the Information Security section of the Service Requirements.
SVR-029	The vendor shall provide and maintain in all non-production environments as needed to support initial design, development, and implementation (DDI) and subsequent Operations and Maintenance (O&M) and Systems Change Management responsibilities.
	<b>q. Information Security</b>
SVR-030	The Vendor shall describe their strategy, best practices and lessons learned, methodology and tools, for delivering information security services, in detail.
SVR-031	The vendor shall develop an Information Security Plan (D8) deliverable within 60 business days of the contract approval. This deliverable shall address, in detail, how the solution and services will comply with the information security, privacy, and confidentiality requirements of this RFP, including testing and remediation processes.
	<b>r. Testing</b>
SVR-032	The Vendor shall describe their testing strategy, best practices and lessons learned, methodology and tools in detail.

REQ ID	TECHNOLOGY SOLUTION – SERVICE REQUIREMENTS
SVR-033	<p>The vendor shall provide a Comprehensive Testing Plan (D9) that includes:</p> <ul style="list-style-type: none"> <li>• An overall testing strategy and plan covering test environments/test data creation/defect management methodology and tools.</li> <li>• Test cases and automated test scripts where applicable.</li> <li>• Entry/exit criteria.</li> <li>• Templates for reporting on Testing.</li> <li>• Collaboration plan for User Acceptance Test (UAT), including but not limited to UAT test cases/scripts for HTFC review/approval, and support details for UAT execution.</li> </ul>
SVR-034	<p>The vendor shall perform various types of testing, including but not limited to unit, integration, system, performance, browser compatibility, mobile platform, smoke.</p>
SVR-035	<p>The vendor shall provide the following (D10) during and at the end of each type of testing for HTFC’s review:</p> <ul style="list-style-type: none"> <li>• Reporting on test progress and metrics.</li> <li>• Test results.</li> </ul>
SVR-036	<p>The vendor shall support HTFC for their User Acceptance Testing.</p> <ul style="list-style-type: none"> <li>• Recommend testing scenarios</li> <li>• Conduct orientation and basic training of the solution to HTFC testers</li> <li>• Track and resolve defects</li> <li>• Produce a UAT Test Results report</li> </ul>
	<p><b>s. Production Rollout</b></p>
SVR-046	<p>The Vendor shall describe in detail their strategy, best practices and lessons learned, and methodology and tools for production rollout.</p>
SVR-047	<p>The vendor shall provide a detailed Production Rollout Plan (D13), including but not limited to User Acceptance Test exit criteria, production environment setup, user account and initial data setup, production readiness assessment, Go/No-go decision process, rollback/contingency plan, Go-Live, hypercare support (immediately post-Go-Live), and related communications.</p>
SVR-048	<p>The vendor shall obtain HTFC’s approval for the Production Rollout Plan.</p>
SVR-049	<p>The vendor shall collaborate with State resources to plan for and ensure continuity of program operations as the user community transitions from the legacy system to the new solution.</p>
SVR-050	<p>The vendor shall provide hypercare support immediately post-Go-Live.</p>
SVR-051	<p>During Go-Live, the Vendor shall provide daily status briefings on production operations.</p>
SVR-052	<p>The daily status briefings shall include, at a minimum, an assessment of post-Go-Live status, and hypercare metrics.</p>
	<p><b>t. Organizational Change Management and End User Training</b></p>
SVR-053	<p>The Vendor shall describe in detail their strategy, best practices and lessons learned, and methodology and tools, for organizational change management and end user training.</p>
SVR-054	<p>The vendor shall provide an Organizational Change Management (OCM) Plan (D14) that includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>• OCM methodology (such as ADKAR/other).</li> <li>• Change-related communications.</li> <li>• Sponsorship of change.</li> <li>• Stakeholder Impact Analysis/Management, Resistance Management.</li> <li>• Assessment of Readiness for Change, Mitigations.</li> <li>• End User Training, User Onboarding.</li> </ul>
SVR-055	<p>The vendor shall obtain HTFC’s approval on the Organizational Change Management (OCM) Plan.</p>
SVR-056	<p>The vendor shall execute the approved Organizational Change Management (OCM) Plan and report progress via project status reports.</p>

REQ ID	TECHNOLOGY SOLUTION – SERVICE REQUIREMENTS
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SVR-057
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The vendor shall provide a comprehensive Training Plan (D15a). This plan is referenced within the Organizational Change Management (OCM) Plan. The Training Plan will include, but not be limited to, the following:

- Training Needs Analysis.
- Training Schedule.
- Training logistics (format, media, etc.).
- Management of and reporting on Training execution.
- Training evaluation/improvement plan.

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SVR-058	The vendor shall obtain HTFC’s approval on the Training Plan before any training can be delivered.
SVR-059	The vendor shall provide focused training (D15b) in support of User Acceptance Test.
	<b>u. Hosting (Including Business Continuity and Disaster Recovery)</b>
SVR-069	The Vendor shall describe in detail their approach, methodology, and tools, for providing managed hosting services for the solution.
SVR-070	The vendor may provide hosting services itself or use an approved subcontractor as Cloud Service Provider (CSP); however, the vendor shall be solely responsible for ensuring that the requirements are met. The vendor shall obtain prior written approval from HTFC before entering into an agreement for hosting services to be provided by another entity, including but not limited to a third-party data center or other vendor, for purposes of this contract.
SVR-071	The vendor shall obtain prior written approval from HTFC before changing the approved subcontractor for hosting services.
SVR-072	The vendor shall utilize a shared multi-tenant government cloud as the hosting solution.
SVR-073	The Cloud Service Provider (CSP) utilized by the vendor shall have attained a Federal Risk and Authorization Management Program (FedRAMP) Authorization to Operate (ATO) at a Federal Information Security Management Act (FISMA) high level.
SVR-074	The Cloud Service Provider (CSP) utilized by the vendor must use qualified, accredited, Third-Party Assessment Organizations (3PAOs) to perform independent assessments on their service and systems.
SVR-075	Data shall be hosted, and personnel accessing the data will be within the continental US.
SVR-076	The vendor shall provide the hardware, software, communications, and other infrastructure necessary, including licenses that must be procured and maintained, to meet the requirements of this contract, at no additional cost to HTFC (D16).
SVR-077	The vendor shall provide and maintain a hosting environment, secured as described in policies and standards at <a href="https://its.ny.gov/tables/technologypolicyindex">https://its.ny.gov/tables/technologypolicyindex</a> , to provide required contracted services.
SVR-078	The vendor shall utilize a Cloud Service Provider (CSP) secure data center to house equipment, with 24x7 system monitoring, managed firewall services, and managed backup services.
SVR-080	The data center shall have a redundant, fault-tolerant network and connections to the internet.
SVR-081	The vendor shall develop a Business Continuity (BC) Plan (D17) for the hosting business service, and have it approved by HTFC.
SVR-082	The vendor shall conduct annual drills of the Business Continuity (BC) Plan, review results with HTFC, remediate any gaps identified, and review the remediation actions with HTFC.
SVR-083	The vendor shall develop a Disaster Recovery (DR) Plan (D18) that addresses the recovery of hardware, software, and data that meet HTFC’s Recovery Time and Recovery Point Objectives for the solution. The DR Plan will include recovery of system integrations with external solutions. The vendor shall support a Recovery Time Objective (RTO) of 12 hours, and a Recovery Point Objective (RPO) of two hours for this solution.

SVR-084	The vendor shall test the Disaster Recovery (DR) Plan annually, review results with HTFC, remediate any problems identified, and review the remediation actions with HTFC.
SVR-085	The Disaster Recovery (DR) site must be located at a minimum distance of 50 miles from the primary site.
	<b>v. Operations and Maintenance</b>
SVR-086	The vendor shall describe in detail their approach, methodology, and tools, for providing managed operations and maintenance services for the solution in production.
	<b>i. <u>Solution Maintenance Services</u></b>
SVR-088	The vendor shall ensure that all hardware, middleware, and software components used to operate the solution are on current supported versions.
SVR-089	The vendor shall provide and provision the production environment with adequate capacity and performance required to support the solution and meet the Service-Level Agreements () properly, to HTFC's satisfaction.
SVR-090	All software, including operating systems and middleware, as applicable, used to host the system shall have a patch management process in place to minimize security vulnerabilities. All patches shall be fully tested prior to implementation in the production environment. The vendor shall maintain a staging environment to be used for such testing.
SVR-091	The vendor shall diligently process, categorize, and assess all changes to the production solution, validating that changes to the solution are tested and controlled.
SVR-092	The vendor shall perform vulnerability scans of its solution prior to the release of new versions of the software. The software used to perform this scan must be approved by the State, and the results of the scans must be provided to and approved by the State prior to releasing new versions of the solution to production.
SVR-093	The vendor shall plan and perform routine maintenance on a regular basis, to ensure proper operation. Routine maintenance shall be performed between the hours of 11:00 PM on Saturday and 6:00 AM on Sunday, Eastern Standard Time (EST). The vendor shall provide HTFC with 72 hours' advanced notice of scheduled maintenance.
SVR-094	The vendor shall provide managed backup services to support redundancy and failover capability.
SVR-095	The vendor shall provide managed backup services to support the Recovery Point Objective (RPO) in the event of a disaster.
SVR-096	All servers and devices shall have currently-supported and hardened operating systems, employing up-to-date antiviral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities.
SVR-097	The solution and supporting infrastructure shall retain a history of all network and application accesses, including a history of all transactions performed while the user was logged on. This information must be retained for a minimum number of years, as specified by HUD guidelines, NYS law, regulations, policy and/or standards.
SVR-098	The vendor shall periodically deploy releases of the solution following a controlled release management process. The release management plan shall include related communications with HTFC.
SVR-099	The vendor shall use appropriate automated and manual tools and processes to monitor system performance.
SVR-100	The vendor shall apply continual efforts and resources to resolve incidents and problems identified on the solution by HTFC or one they have identified themselves.
SVR-101	The vendor shall provide to HTFC monthly Operations and Maintenance (O&M) reports in a mutually agreed format. These reports shall document past O&M performance, including but not limited to uptime and downtime, future scheduled maintenance activities, and system changes.
SVR-102	The vendor shall provide or make available an encrypted copy of HTFC's data in a mutually agreed format and at a mutually agreed periodicity.
SVR-103	The vendor shall provide or make available an encrypted copy of HTFC's data in a mutually agreed format at expiration or termination of the contract. Upon written acknowledgement of verified receipt and successful decryption of the data by the State, the vendor shall irreversibly erase all HTFC data from its systems.

SVR-104	The vendor shall fully cooperate with HTFC, and any additional NYS agency or vendor designated by HTFC, to complete periodic penetration testing for the solution/service and any necessary remediation (D21).
SVR-105	The vendor shall be expected to subcontract with an industry-recognized security firm (agreeable to HTFC/ITS) to subject the solution (and the environment in which it is maintained and operated) to an independent third-party assessment to verify that it achieves either Federal Information Security Management Act (FISMA) Moderate level or Service Organization Control (SOC) II.
SVR-106	The vendor shall provide notification to NYS within two hours of any suspected breach of security involving an individual's personal or health information, in compliance with NYS policy <a href="https://its.ny.gov/breach-notification">https://its.ny.gov/breach-notification</a> .
SVR-107	The vendor shall fully comply with all current and future updates of the security procedures of HTFC, as well as with all applicable State and federal requirements, in performance of this contract.
	<b>w. Systems Change Management</b>
SVR-121	The Vendor shall describe in detail their approach, methodology, and tools, for providing systems change management services for enhancements to the solution in production.
SVR-122	The vendor shall provide Change Requests to HTFC in the event of such a need, in a mutually agreed format, for HTFC's approval. The Change Request will include detailed information on scope, schedule, cost, and resourcing, and shall utilize Billing Rates agreed upon in the Cost Proposal.

**LIST OF SERVICE DELIVERABLES**

D15f	Ongoing End User Training in Webinar Media
D15g	Ongoing Training Status Reports
D17	Business Continuity Plan
D18a	Disaster Recovery Plan
D18b	Disaster Recovery Test Results and Evidence of Remediation
D19b	Post-Go-Live Hypercare Support
D19c	Daily and Weekly Status Briefings of Post-Go-Live Production Operations
D20b	Software Release Management Plan
D20c	Monthly Operations and Maintenance Reports
D21	Periodic Penetration Test Results and Remediation Evidence
D22a	Help Desk Service Plan
D22b	Help Desk Services
D22c	Monthly Help Desk Performance Reports

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## Attachment 4

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### Proposal Checklist

#### CHECKLIST FOR VARIOUS REQUIRED FORM RELATED ITEMS TO BE COMPLETED AND RETURNED:

- Intent to Submit Proposal, Attachment 1
- Tab 1 – Proposal Application Coversheet and Cover Letter, Attachment 5
- Tab 2 – Technical Proposal
- Tab 3 – Cost Proposal
- Tab 4 - Administrative Proposal
- [Vendor Information Form](#)
- [Lobbying Reform Law Form 1](#)
- [Lobbying Reform Law Form 2](#)
- [Non-Collusive Bidding Certification Form](#)
- [Vendor Responsibility Questionnaire – For Profit Business Entity](#) OR [Non-Profit Entity](#);
- [EEO Staffing Plan, PROC-1](#)
- [Utilization Plan, PROC-2](#), form may also be downloaded at <https://hcr.ny.gov/system/files/documents/2019/02/copy-proc2-utilizationforms.xlsx>
- [MWBE & EEO Policy Statement, PROC-4](#)
- [Company Demographic Profile, PROC-7](#)
- [EEOC Statement, PROC-8](#)
- [Diversity Practices Questionnaire, PROC-9](#)
- Evidence of Insurance (required upon contract award)
- [W-9 Form](#) (required upon contract award)
- [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
- Proposer’s most recent two years of financial statements or federal tax returns

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***Application Coversheet***

*(Attach this form to the top of your proposal)*

**APPLYING FOR: (Check all that may apply)**

- Program Management and Staffing
- Housing Technology Solution

**DATE OF APPLICATION:** \_\_\_\_\_

**GENERAL INFORMATION ON FIRM:**

Legal Name of the Proposer:

\_\_\_\_\_

Proposer's Mailing Address:

\_\_\_\_\_

Proposer's Website:

\_\_\_\_\_

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

\_\_\_\_\_

Federal Tax ID Number:

\_\_\_\_\_

FINRA and/or SEC Registration Number (if applicable):

\_\_\_\_\_

MWBE Registration Number (if applicable):

\_\_\_\_\_

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

\_\_\_\_\_

**MAIN CONTACT INFORMATION FOR THIS PROPOSAL:**

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

Contact Name:

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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 HTFC. Attach additional sheets if necessary.

Contact Name:

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Contact Telephone Number (including area code):

---

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):

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**Please also provide a Proposer cover letter, on company letterhead, that must include:**

1. The Proposer's name, address, telephone number, fax number, email address and web site address, if applicable;
2. The name, title, telephone number, fax number and email address of the individual within the Proposer's organization who will be HTFC's primary contact concerning the proposal;
3. A list of subcontractors and the components they will provide;
4. A summary of the Proposer's organizational history and legal structure (e.g. corporation, evidence of MWBE and/or SDVOB certification status, etc.) and indicate if a not-for-profit entity, a for-profit entity or a government entity;
5. Indicate whether the Proposer will be subcontracting with a MWBE and/or SDVOB, and if so, provide the name(s) of the MWBE and SDVOB entity(ies) and principal(s); if the Proposer will not be subcontracting with an MWBE and/or SDVOB, indicate the reason why there are no subcontracting opportunities for the services to be provided in connection with this RFP;
6. If applying for Program Management and Staffing, in connection with the minimum qualifications indicated in Section 7 of this RFP, provide (i) the name of the Agency Client together with the name, address, telephone number and email address of the Agency Client's contact person that can speak with authority to the Proposer's performance on the contractual engagement and (ii) a statement affirming that the Proposer has met the Minimum Qualifications detailed in Section 7 of this RFP;
7. If applying for the Housing Technology Solution, in connection with the minimum qualifications indicated in Section 7 of this RFP, provide (i) the name of the Agency Client together with the name, address, telephone number and email address of the Agency Client's contact person that can speak with authority to the Proposer's performance on the contractual engagement and (ii) a statement affirming that the Proposer has met the Minimum Qualifications detailed in Section 7 of this RFP.
8. The name(s) and title(s) of the primary staff who will provide services to HTFC; and
9. A written signed certification confirming that the information contained in the proposal is true and accurate and that the person signing the cover letter is authorized to submit the proposal on behalf of the Proposer.