



**Homes and
Community Renewal**

Office of Resilient Homes
and Communities

HOUSING TRUST FUND CORPORATION OFFICE OF RESILIENT HOMES AND COMMUNITIES

Request for Proposals

for

Community Development Block Grant-Disaster Recovery

Case Management and Project Management Services
Ida Renters Resilient Housing Incentive Program

RFP # 202305_087

June 13, 2023

Responses must be received by
3:00 p.m. (Eastern Daylight Time), July 7, 2023

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1. OVERVIEW OF THE REQUIREMENT

The Office of Resilient Homes and Communities (“RHC”), of the Housing Trust Fund Corporation (“HTFC”) seeks to procure Case Management and Project Management Services to administer the Hurricane Ida Renters Resilient Housing Incentive Program (“RRHI”) in connection with its administration of U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2). This request for proposals (“RFP”) is issued in accordance with the Procurement and Contract Guidelines of RHC and in compliance with [Section 2879a of the New York Public Authorities Law](#).

RRHI assists renters who wish to relocate from storm-damaged units, while remaining within their existing communities, by providing assistance with increased monthly housing costs and other relocation expenses.

Eligible Applicants

- Renter households in disaster-declared counties whose income is eighty percent (80%) or less than area median income (AMI) and who relocated for more than 12 months, or who desire to relocate, due to Ida’s impact. In addition, at least one member of the household must be a U.S. Citizen or legal U.S. resident.
- Initial relocation awards of eighteen (18) months of rental assistance for previously relocated households, and twelve (12) months of rental assistance for households who will relocate. Hardship process allows for additional rental assistance up to \$100,000 or the equivalent of forty-two (42) months of rental assistance.

2. BACKGROUND INFORMATION

The purpose of this RFP is to obtain proposals from Respondents and to award contract(s) to provide Case Management and Project Management Services for the Ida Renters Resilient Housing Incentive Program (“RRHI”) managed by RHC. These services are detailed in Section 5 of this RFP. Respondents to this RFP should thoroughly review the New York State Action Plan for Hurricane Ida and all amendments

thereto, as well as all Federal Register notices related to the CDBG-DR funds. The Action Plan and all amendments are located on the RHC website at:
<http://stormrecovery.ny.gov/funding/action-plans-amendments>.

RHC strives to assist impacted communities within New York State with recovering from the losses suffered during Hurricane Ida (2021), as well as strengthen and prepare New York's most vulnerable populations and communities for future disasters. RHC will be expending Community Development Block Grant-Disaster Recovery (CDBG-DR) funds allocated by the U.S. Department of Housing and Urban Development (HUD) to address remaining unmet need in the disaster-impacted areas of Dutchess, Nassau, Orange, Rockland, Suffolk, and Westchester Counties.

PROJECT FUNDING: The Contract anticipated to be awarded pursuant to this RFP shall be funded, in whole or in part, with Federal grant monies. The selected Contractor shall be required to comply with the terms and conditions of the grant and applicable Federal, State, and local laws, regulations, and procedures, including, but not limited to, the Uniform Administrative Requirements and Cost Principles, codified at 2 C.F.R. Part 200.

HTFC is an Affirmative Action/Equal Opportunity Employer. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, Service-Disabled Veteran Owned Businesses, Section 3 Business Concerns, and labor surplus area firms are encouraged to submit responses.”

3. ANTICIPATED CONTRACT TERM

Any contract that is awarded from the RFP is anticipated to be for an initial period of five (5) with three one-year optional renewals.

4. RFP PROCESS AND ADMINISTRATIVE REQUIREMENTS

RFP Coordinator

Jerome White
Director of Procurement
Office of Resilient Homes and Communities
60 Broad Street, 26th Floor
New York, New York 10004
ContractUnitInfo@hcr.ny.gov

RFP Timeline

Target Date	Event
June 13, 2023	Release Date
June 22, 2023	Deadline to submit questions regarding this RFP in writing to: ContractUnitInfo@hcr.ny.gov
June 29, 2023	Issuance of answers to submitted questions
July 7, 2023 – 3PM (DST)	Submission Deadline (See Submission Format Below)

Please note that the RFP timeline includes target dates and may change. It is the sole responsibility of Respondents to periodically review the HCR website for regular updates to the RFP which may alter the terms or requirements of this RFP.

Pre-Proposal Teleconference and Questions

A pre-proposal teleconference will be scheduled to discuss this RFP, accept questions, and provide preliminary responses. RHC is in the process of scheduling the teleconference and will post an update to the Homes and Community Renewal “Procurement Opportunities” webpage at: <https://hcr.ny.gov/procurement-opportunities> as soon as practicable prior to the scheduled date.

Interested firms are strongly encouraged to check the “Procurement Opportunities”

webpage frequently for updates and additional information pertaining to this RFP. All questions and correspondence must be sent to:

ContractUnitInfo@hcr.ny.gov.

All questions must reference this specific RFP in the subject line of the email. For example, the subject line for questions related to this RFP should read RE: RFP Question – Case Management and Project Management. Any correspondence or questions sent to any other email address regarding this RFP will not receive a response. It is the sole responsibility of the Respondent to check for any addendum and/or additional information on the “Procurement Opportunities” webpage:

<https://hcr.ny.gov/procurement-opportunities>

Procurement Lobbying Provisions

Pursuant to State Finance Law §§ 139-j and 139-k, this RFP includes and imposes certain restrictions on communications between RHC and Respondents during the solicitation process. A Respondent is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract (the “restricted period”) with RHC/HTFC staff other than the RFP Designated Contact Officer, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

In accordance with § 2879 of the Public Authorities Law, HTFC is required to make a responsibility determination with respect to each vendor to whom a contract is to be awarded. The Lobbying Law requires that proposed vendors disclose findings of non-responsibility against them by any other governmental agency within the previous four years. Certain findings of non-responsibility can result in a rejection for contract award and, in the event of two (2) findings within a four-year period, the Respondent will be rendered ineligible (debarred) to submit a proposal for, or be awarded, any procurement contract for a period of four (4) years from the date of the second final determination of non-responsibility. Contacts by HTFC employees who are required to obtain information in furtherance of the responsibility determination are considered “permissible contacts” under the NYS Finance Law § 139 (j)(3)(a)(8). Further information about these

requirements can be found on the Office of General Services website at:

<https://ogs.ny.gov/acpl>

For all lobbying law contacts and inquiries, please contact:

Natalie Dennery

Lobbying Contact Officer

Office of Resilient Homes and Communities

ContractUnitInfo@hcr.ny.gov

Email must indicate subject: **RE: Lobbying Inquiry**

Conflicts of Interest

Prior to responding to this RFP, the Respondent must perform a conflict-of-interest inquiry and disclose to HTFC by completing the Vendor Assurance of No Conflict of Interest of Detrimental Effect form (located in the Appendices) any and all potential conflicts of interest that exist or may exist for its organization and/or subcontractors or affiliates in relation to the scope of work contained in this document.

In the event of real or apparent of conflicts of interest, HTFC reserves the right to impose additional conditions and requirements upon Respondents. The selected Respondent will be subject to the provisions on conflicts of interest set forth in section 74 of the New York State Public Officers Law. Contractor shall immediately inform RHC/HTFC in writing of actual or potential conflict of interest that arises under a contract. HTFC reserves the right to cancel any contract awarded pursuant to this RFP upon 30 days written notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to RHC's satisfaction.

Certification Prohibiting State Agencies & Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity

conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#). (The certification form is located in the Appendices).

Submission Format

Submissions to this RFP must be filed electronically in Portable Document Format (pdf) file. Unless otherwise noted, Respondents must complete and submit all forms, information, and other documentation listed herein (including, without limitation, any Attachments and Appendices to this RFP) as part of their electronic submissions. Respondent is responsible to ensure that emails and attachments are delivered on time and in a legible format. Only complete and responsive Proposals will be evaluated. In all instances, HTFC’s determination regarding the completeness/responsiveness of any Proposals shall be final.

Proposals must be submitted by email to:

ContractUnitInfo@hcr.ny.gov

Proposals must be delivered by email in two parts no later than the Proposal submission deadline.

Part one shall include the Price Proposal. The email subject shall indicate **RE: Proposal for Case Management and Project Management Services – Price Proposal**.

Part two shall include the Technical Proposal along with all attachments and completed forms. The email subject shall indicate **RE: Proposal for Case Management and Project Management Services Services – Technical Proposal and Attachments**.

Proposals that can only be viewed, downloaded, or otherwise accessed via file sharing, file hosting, or other file storage platforms will not be accepted.

Proposal font size shall not be any less than 12 point, with 1-inch margins, with the exception of tables and charts, but such text must be clearly legible. Respondents are encouraged to submit only relevant and necessary information.

The Respondent shall not make any aspect of its submission contingent upon the use of State of New York personnel, property, or equipment.

HTFC will consider Proposals to this RFP which are submitted in a consistent and easily comparable format. Proposals not organized in the manner set forth in this RFP may be considered nonresponsive at the sole discretion of HTFC. Respondents should not refer to other parts of their submission to information that may be publicly available elsewhere, or to the Respondent's website or any other website, in lieu of presenting the information in the Proposal.

Changes to Proposal Wording

The Respondent shall not change the wording of its Proposal after the submission and no words or comments will be added to the Proposal unless requested by HTFC for purposes of clarification.

Respondent's Errors and Omissions

HTFC reserves the right to reject a submission that contains an error or omission. HTFC reserves the right to communicate with an applicant for the purpose of addressing clerical and arithmetical errors in applications. and/or to request any clarification or additional information from any Respondent, without opening up clarifications for all Respondents. Respondents will be provided a reasonable period of time in which to submit written responses to HTFC's requests for clarification or additional information. Respondents shall respond by the deadline stated in the correspondence.

Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with RHC, if any. HTFC will not be liable to any Respondent for any claims, costs or damages incurred by the Respondent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

Selection of Proposal in Best Interests of the State

Notwithstanding the selection criteria set forth in the RFP, HTFC reserves the right to select a Proposal that, in its sole judgment, is consistent with and responsive to the goals of the State's CDBG-DR Action Plan, irrespective of whether it is the apparent lowest-priced Proposal, if it is determined by HTFC and/or the Commissioner of NYS HCR to be in the best interests of the State of New York.

Notice of Selection

The selected Respondent(s) will be issued a Letter of Intent to Award, via email.

Number of Awards

At the sole discretion of HTFC and based upon the breadth and experience of Respondents to this RFP, RHC may award contracts to more than one Respondent.

Service Level Agreements

HTFC expects to select Respondent(s) that will agree to a clearly-defined service level agreement ("SLA"), as yet to be determined but to be included in any final contract between the parties. Such SLA will be established and agreed upon to ensure a timely, efficient, equitable, and transparent recovery process. Fees payable under this contract will be contingent upon compliance with the terms of the SLA and other pre-agreed metrics for success. HTFC reserves the right to cancel any contract awarded pursuant to this RFP or withhold payment of funds under any contract awarded pursuant to this RFP, for failure to adhere to the SLA.

Withdrawal of Proposal

A Respondent may withdraw a Proposal at any time up to the date and time that the Contract is awarded. The withdrawal must be submitted in writing to the RFP Coordinator.

Rejection of Proposals / Cancellation of RFP

Issuance of this RFP does not constitute a commitment by HTFC to award a contract. RHC reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or to cancel this solicitation and/or reissue this RFP or another version of it, if it determines that doing so is in the best interest of the impacted communities or the State of New York.

Ownership of Proposals

All documents, including Proposals submitted to RHC, become the property of HTFC. They will be received and held in confidence by HTFC, subject to the provisions of the *Freedom of Information Law*. Selection or rejection of a Proposal does not affect this provision.

Waiver of Informalities

HTFC reserves the right to waive any informalities and/or irregularities in a Proposal if it determines that doing so is in the best interest of the impacted communities or the State of New York.

Proprietary Information

Only information considered trade secrets or non-published financial data may be classified as proprietary or confidential. Such information within the Proposal must be clearly marked. Proposals containing substantial contents marked as confidential or proprietary may be rejected by HTFC. Provision of any information marked as confidential or proprietary shall not prevent HTFC from disclosing such information if required by law. The awarded contract(s), and all prices set forth therein, shall not be considered confidential or proprietary and such information may be made publicly available.

Confidentiality of Information

Information pertaining to HTFC obtained by the Respondent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from HTFC.

Collection and Use of Personal Information

Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Respondents to provide HTFC with personal information of employees who have been included as resources in Proposal to this RFP, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to HTFC. Such written consents are to specify that the personal information may be forwarded to RHC for the purposes of responding to this RFP and use by HTFC for the purposes set out in the RFP. RHC/ HTFC may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to RHC/HTFC.

Contract Award

Prior to the assignment of an engagement, successful Proposers will be required to execute a contract(s) with the Agency that incorporates the Agencies' Standard Clauses for Contracts and the Agencies' M/WBE Participation Requirements and Procedures for Contracts. The agreement(s) may include additional (i) State and federal terms and conditions including, but not limited to, requirements not specifically referenced in this RFP. Any additional Terms and Conditions including, but not limited to, requirements, will be outlined in future solicitations and/or assignments of engagements.

The contracts resulting from this RFP process are subject to the availability of State and/or Federal funding, as outlined in future solicitations and/or assignments of engagements. HTFC reserve the right, at their discretion, to cancel this RFP, amend this

RFP including the timetable, and/or delay the execution of a contract(s) resulting from this RFP process, as it deems necessary. Conflicts among the contract documents will be resolved in the following order of precedence:

1. Appendix B, Federal Provisions, if applicable
2. Appendix A, Standard Clauses for New York State
3. Appendix C, State of New York Multi-Year Agreement (the “Agreement”)
4. Appendix II, RHC Requirements and Procedures for Contract Participation by Minority Group Members and Women
5. This RFP
6. Contractor’s Proposal Submission

5. SERVICES

Scope of Services

The scope of Case Management and Project Management Services to be provided by the Respondent(s) are summarized as:

RHC requires the services of a Professional Case/Project Management Firm to assist with administering and progressing files in the Renters Resilient Housing Incentive program.

These activities will be inclusive of all phases of Case Management from intake to closeout.

Tasks will include:

- Learn and Develop Program Requirements
 - Case Management vendor will be required to familiarize themselves with existing program requirements, policies, and system of record to assist with the program application.
 - Program requirements will be inclusive of understanding the program structure as written in the action plan, applicant eligibility, HUD requirements for compliance and closeout, and collaborating to develop new program requirements based on updates to policy.
- Applicant Outreach and Coordination

- Case Management will identify and provide outreach efforts to help identify applicants impacted by Hurricane Ida. Case Management will be responsible for supporting applicants in completing the application process in a Program-identified system of records. Vendor(s) will be required to maintain a phone line and a Case Management space for limited in-person application. Awardee(s) will be required to maintain the phone line during business hours (8AM to 6 PM) and make limited accommodations for after hours as requested.
- Applicant outreach and coordination will be required to provide the maximum amount of program assistance and to meet program goals. Applicant outreach will include following up with applicants on their application, answering questions regarding application status, requesting documentation, and handling escalated cases.

Program Goals:

To assist renters in relocating from sub-standard and/or storm-damaged units while remaining within their existing communities by providing assistance with increased monthly housing costs and other relocation expenses.

- All applicant outreach and communication must be documented in the program system of record.
 - Investigation and resolution of high priority cases
- Intake
 - Program application assistance will include collecting, reviewing, evaluating, and scanning applicant documentation. Initial application reviews will include confirmation of eligibility and duplication/verification of benefits. Upon determination of eligibility further applicant assistance will be required based on need.
 - Document collection
 - Ensure applicant eligibility
 - Income verification
 - Duplication and verification of benefits review
 - Inspection coordination

- Payment Review
 - Once an applicant has been deemed eligible for assistance Case Management will assist with the award review and payment disbursement. Rental assistance will be based on current Fair Market Rents (FMR) rates, for which Case Management will reference and utilize to calculate payments.
 - Applicants who have found suitable housing will be assisted by Case Management for their payment disbursement. Disbursements will cover prior costs incurred to the applicant, in the form of a reimbursement review, and/or prospective payments.
 - Case Management will conduct reimbursement cost incurred reviews which will entail collecting, reviewing, and validating receipts and agreements from the applicant. Reimbursements will be issued based on an approve list of scope which Case Management will utilize to validate receipts. Additionally, tenants can be reimbursements if their permanent relocation to secured housing occurred in the immediate aftermath of the storm. In such cases an incentive of up to eighteen (18) months of rental assistance may be provided, for which Case Management will be responsible for reviewing and validating required documentation such as proof of damaged property and proof of the newly secured housing. Payments may be disbursed to cover rent burden, moving costs, storage experience, and any other eligible costs of RRHI. An initial payment will be issued to cover costs previously incurred, and a final payment will be made to cover prospective rent, up to the award cap.
 - Case Management will also assist with the payment requests for prospective payments once suitable housing has been identified. Applicants who are in the process of securing suitable housing at the time of application may receive assistance equivalent to twelve (12) months of rental assistance. Case Management will be required to confirm secured housing and management payment requests. An initial payment will cover the security deposit, first, and last month of rent. A final payment will then be issued to cover the remaining lease term.
 - Upon validation Case Management will generate and circulate a program agreement for applicant signature. All signed documentation must then be uploaded, and payment requests will be submitted in the system of record for program review and approval. Case Management will ensure that all payment requests are within the approved award cap.
 - Payment methodology is subject to change by the program. In such instances Case Management is responsible for recording changes in the process and recalculating future awards, as applicable.

- Facilitation of payments
- Payment record management
- Closeout
 - Case Management will coordinate with the program to conduct a closeout review to confirm eligibility, document collection, receipt review, and payment request. After program approves and signs off on a file, the final payment(s) can be disbursed, and the file will be closed.
- Timekeeping and Record Management
 - Daily activity logs must be maintained for all staff and monthly documentation must be provided to the program documenting applicant outreach and application progression and must comply with federal requirements.
 - All processes must be written in a standard operating procedure and maintained on an annual basis, or upon significant change in the process.

HTFC reserves the right, at its sole discretion, to add additional scope of service items if necessary.

Key Deliverables

- Weekly reports and/or monthly presentation providing status of cases, efforts, initiatives.
- Monthly report of budget expenditure and projections.
- Project pipeline and remediation plan for all open cases. The remediation plan should identify and address all barriers preventing the completion of case closeout.
- Documentation of applicant correspondence and issue resolution.
- Detailed records of all program applicant contact attempts and documentation of all communication in the RHC/HTFC system of record.
- Written reports of all significant interactions with each tenant/homeowner – e.g., interactions that inform or affect planning, design, construction, permitting, eligibility, clarifications, change orders, award calculations, opt-in provisions, estimates, or pending actions – in a database that is standardized and subject to approval by RHC/HTFC.

- Standard operating procedural documents outlining established processes, which are updated and maintained on a yearly basis
- Participate in all required RHC program meetings as needed.
- Submit a comprehensive payment requisition each month.
- Daily activity logs for all staff, including staff that are compensated on a unit cost basis.
- Ten-item duty statement for each staff member. Duty statements shall be an accurate depiction of the activities of the staff member that is specific, detailed, and intrinsically associated with a contract deliverable. This duty statement will be updated every thirty (30) days or as necessary).
- All deliverables shall be inputted into RHC's system of record, unless otherwise approved by RHC/HTFC.

6. SELECTION CRITERIA AND REQUIREMENTS

Evaluation Methodology

HTFC will evaluate all Proposals that are received in a proper and timely manner to determine whether they meet the submission requirements. HTFC will evaluate each Proposal based on the "Best Value" concept. This means that the Proposal which "optimizes quality, cost, and efficiency among responsive and responsible respondents" shall be selected for award (State Finance Law, Article 11, § 163).

HTFC, at its sole discretion, will determine which Proposal best satisfies its requirements. All Proposals deemed to be responsive to the requirements of this RFP will be evaluated and scored for technical qualities and price. Proposals that are materially deficient in meeting the submission requirements of this RFP or have omitted material documents may be eliminated from consideration at the sole discretion of HTFC. The evaluation process will include separate technical and price evaluations and will be conducted as set forth herein.

RFP Submissions will undergo an evaluation process conducted by a Review Committee ("Committee"). The Committee will evaluate RFP Submissions based on the qualifications of both the Applicant and its current personnel, which will include

an individual's experience at other firms during the relevant time period.

Applicant proposals will be examined for completeness and eligibility. Incomplete proposals and those that do not meet eligibility requirements may be rejected as ineligible. Complete proposals and those that meet eligibility requirements will be reviewed and rated.

Applications should include a PDF attachment that responds to the following criteria. This PDF should not exceed twelve (12) pages in length (not including resumes, attachments and/or forms). After initial scoring, supplemental information may be requested by RHC Staff for tie- breaking purposes, if necessary.

Through an evaluation panel, HTFC will select the Applicant(s) whose Proposal receives the greatest number of points. The evaluation panel will establish a shortlist, either through a natural break in scores or a technically viable cut off technical score.

The Committee will evaluate the RFP Submissions based upon the following criteria, not necessarily listed in the order of importance:

The maximum rating is 100 points.

Selection Criteria	Points Available
Capacity and Experience (Section 6)	30
Staffing Expertise (Section 6)	25
Commitment to Complying with all Applicable Regulations (Section 6)	15
M/WBE and EEO (Section 6)	5
Price Proposal (Section 6)	25
TOTAL POINTS AVAILABLE	100

Proposals are to be submitted in the following format and sequence to ensure that they receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. All pages should be consecutively

numbered.

Capacity and Experience

The Proposal shall include a summary of prior work engagements evidencing directly related experience to the requested RFP task from Section 5 (Scope of Services) which the Respondent is submitted for consideration. The summary shall identify Case Management and Project Management Service engagements with entities comparable to New York State for which the Respondent provides, or has provided, similar services within the last (5) years. The summary shall detail at least three (3), but no more than five (5), similar engagements with private/public sector clients of similar size and complexity to the State that demonstrate direct experience with the scope of services to be provided. Respondents who have demonstrated experience and success in providing such services will be scored higher than those who do not.

Each example should include:

- a. Name of client organization;
- b. Description of the engagement and project objectives, including start and end dates, and relevance of the referenced assignment to this RFP;
- c. Information regarding the project that would demonstrate successes experienced by the client as a result of the recommendations (this may include performance metrics and improvements);
- d. Contact information for the client organization, including current and working contact information. Contact information shall include the address, telephone number and email address.
- e. If subconsultants were used for this engagement describe the subcontractors' role and the percentage of work assigned to the subconsultant.

A paragraph should accompany each referenced experience describing the Respondent's role on the relevant project(s) as well as any other contextual information.

Respondent shall also provide a summary of its capacity to perform the given scope of

work. This narrative should highlight the Respondent's ability to perform Case Management and Project Management Services. Respondents must clearly identify the ability to provide sufficient capacity for the efficient and timely implementation and administration of the work. Proposals that clearly demonstrate existing capacity and/or quick ramp up capabilities will be scored higher than those that do not.

References. The Proposal shall include at least three (3) references for the Respondent and for all partners, sub-consultants and subcontractors. Respondents are required to provide relevant references for any disaster-related experience they list in this section. Each reference should include the name, title, company, address, phone number and email address of the reference, and a brief summary of the relationship between the reference and the Respondent.

RHC/HTFC may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP, and the responsiveness of the Respondent to the client during the engagement. Information provided by references will be used by RHC/HTFC for submission evaluation purposes. References should be available and aware of their inclusion in the Respondent's submission and pending contact.

HTFC reserves the right to attempt, or not to attempt, to re-contact or notify Respondent of its inability to connect with references in an initial effort. RHC is not responsible for the lack of responsiveness of the references listed by Respondents, and the State is not required to alert Respondents of a reference's unresponsiveness during the submission evaluation period. Inability to contact references will not be looked upon favorably. In addition, HTFC reserves the right to contact other sources not necessarily identified in the submission to obtain information about Respondents.

HTFC reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references.

Please list references other than RHC references.

Staffing Expertise

Proposals should include the following:

- A functional organizational chart of full-time staff proposed for the project.
- Resumes that reflect the qualifications and education requirements of Key Personnel, length of employment and history of proposed individuals with the proposing firm.

Commitment to Complying with all Applicable Regulations

Respondents will be reviewed for responsibility. Those deemed non-responsible will be removed from consideration. All Respondents must comply with the below legal and regulatory requirements. In addition, all Respondents must complete and submit all applicable forms in the Appendices. For the purpose of this RFP, Respondents shall submit with their Proposal the following forms:

- Form HUD-60002 Section 3 Summary Report (*as applicable*)
- Form PROC-1 Equal Employment Opportunity Staffing Plan
- Form PROC-2 M/WBE Utilization Plan
- Form PROC-4 M/WBE and EEO Policy Statement
- Form PROC-8 EEOC Statement
- Form – Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Respondents who demonstrate a commitment to complying with all applicable Federal, state, and local regulations, including M/WBE, SDVOB, and Section 3 income requirements, will receive the most points.

New York State Law

Pursuant to New York State Executive Law Article 15-A, Article 17-B, and 5 NYCRR 140-145, HTFC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises, service-disabled veteran-owned business (SDVOB) enterprises, and the

employment of minority group members, women, and service-disabled veterans in the performance of RHC contracts. RHC encourages firms that are M/WBE certified and SDVOBs in New York State, or any other city or state, or the federal government, to respond to this RFP.

In 2006, the State of New York commissioned a disparity study to evaluate whether Minority and Women-Owned Business Enterprises (“M/WBE”) had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that RHC establishes goals for maximum feasible participation of New York State Certified M/WBE and the employment of minority group members and women in the performance of New York State contracts.

Business Participation Opportunities for M/WBEs

HTFC is committed to achieving significant M/WBE participation in its contracts and will use good faith efforts to ensure that qualified M/WBE firms are included in the selection of firms to provide the above-described services. For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% for M/WBE participation 15% for New York State certified minority-owned business enterprises (“MBE”) participation and 15% for New York State certified women-owned business enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A Contractor who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in

the performance of the Contract and the Contractor agrees that RHC may withhold payment pending receipt of the required M/WBE documentation. The directory of M/WBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how RHC will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have wilfully and intentionally failed to comply with the M/WBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and HTFC may withhold payment from the Contractor as liquidated damages.

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or making other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate in the above-described services performed under the contract(s) awarded to the successful Respondent(s).

Include the following in the Respondent's submission:

- a) If the Respondent is a New York State-certified M/WBE firm, provide documentation evidencing registration. For M/WBE firms that are not certified but have applied for certification, provide evidence of filing, including the filing date.
- b) A description of the instances, if any, in which the Respondent has worked with M/WBE firms on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Submissions should include the nature of the engagement, how such arrangement was structured, and a description of how the services and fees were allocated.
- c) A statement of the Respondent's willingness, if any, to engage in M/WBE partnering or mentoring arrangements with an M/WBE firm selected by the Respondent. Such statement should include an explanation of how the Respondent would suggest structuring such an arrangement and allocating services and fees between the firms participating in the arrangement.
- d) Provide a plan for ensuring the participation of minority group members and women in accordance with the Participation by Minority Group Members and Women

Requirements and Procedures for Contracts with HTFC, attached hereto as Appendix III of the RFP Appendices.

- e) The Agencies' Office of Economic Opportunity & Partnership Development ("OEOPD") will examine the M/WBE documents and review them for responsiveness to M/WBE and OSC requirements. Proposals that have identified M/WBEs as the Proposer to meet the Scope of Services are eligible to receive three percentage points. M/WBEs that receive the three percentage points are eligible to receive an additional two points if their Staffing Plan, PROC-1 form demonstrates minority and women comprising a majority of the workforce.

Business Participation Opportunities for Service-Disabled Veteran-Owned Businesses (SDVOBs)

RHC is committed to achieving significant SDVOB participation in its contracts and will use good faith efforts to ensure that qualified SDVOB firms are included in the selection process. This is in addition to the M/WBE utilization requirements. In accordance with New York State Executive Law Article 17-B, governing NYS contracting requirements, HTFC hereby establishes a utilization goal of 6% for SDVOB participation.

Bidders/proposers for this RFP and any subsequent contracts will be strongly encouraged and expected, to the maximum extent practical and consistent with the legal requirements of the State Finance Law and the Executive Law, to use responsible and responsive SDVOBs in the fulfillment of the requirements of the contract that are of equal quality and functionality to those that may be obtained from non-SDVOBs. A Contractor who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by SDVOBs in the performance of the contract and the Contractor agrees that RHC may withhold payment pending receipt of the required SDVOB documentation.

Price Proposal

Cost points awarded = (25 potential points) X (Low bid / Proposer's bid)

Complete the Price Proposal Form in its entirety (Attachment 1):

- a) Do not make any changes to the Price Proposal Form
- b) Provide the hourly wage rates, and all-inclusive billing rates for all key personnel being utilized as identified and in alignment with the RFP.
- c) Hourly fees are all inclusive rates and must include any reproduction, travel, postage, or other expenses.
- d) Rates/Prices included in the Price Proposal Form should be the Respondent's lowest rates for same or similar services provided to governmental entities.
- e) The Price Proposal Form should be signed by the individual who signs the Proposal cover page.
- f) All proposal prices shall remain valid until and through contract execution. If contract term options are exercised, option year pricing shall be subject to HTFC review and approval.

Basis for Contract Award

Contract(s) will be awarded to the responsible Respondent whose Proposal is determined to be the most advantageous to the State, taking into consideration the price and such other factors or criteria which are set forth in this RFP. The State does not guarantee any minimum services to any one contractor.

Through an evaluation panel, HTFC will select the Respondent(s) whose Proposal receives the greatest number of total points (technical and price combined).

The State does not guarantee any minimum services to any one contractor in the event of multiple awards.

Reservation of Rights

HTFC reserves the right to:

- Reject any or all proposals received in response to the RFP;

- Withdraw the RFP at any time, at the Agencies' sole discretion;
- Accept a proposal and any subsequent proposal for the contract from a proposer other than the lowest cost proposer consistent with the criteria for the evaluation of proposals;
- Make an award under the RFP in whole or in part;
- Disqualify any Proposer whose qualifications, conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use information obtained through the Agencies' investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the Agencies' request for clarifying information in the course of evaluation and/or selection under the RFP;
- Prior to the deadline for submission of Proposals, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the deadline for submission of Proposals, direct Proposers to submit modifications addressing subsequent RFP amendments;
- Change any part of the scheduled timeline;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Proposers;
- Consider a proper alternative where an evidently incorrect reference, parameter, component, product, model, and/or code number is stated by the Agencies or the Proposer;
- Waive any requirements that HTFC deems are not material;
- Offer a Bidder/Proposer the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing;
- Negotiate with the successful Proposer within the Solicitation requirements to serve in the best interests of the Agencies;
- Conduct contract negotiations with the next responsible Proposer, should the Agencies be unsuccessful in negotiating with the selected Proposer;
- Utilize any and all ideas submitted in the proposals received;

- Request best and final offers;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's proposal and/or to determine a Proposer's compliance with the requirements of the solicitation;
- HTFC reserves the right not to issue an award or contract to any applicant if it has been determined that the applicant is not in compliance with existing contracts and has not taken satisfactory steps to remedy such non-compliance. Activities that commence prior to contract execution and environmental review will not be eligible for reimbursement.
- To make multiple awards;
- To issue periodic solicitations to replace previous selected vendors or to expand the list of prequalified vendors; and
- Negotiate with the next highest-rated, qualified Proposer for purposes of executing a contract, if it is subsequently determined by the Agency(ies) that the successful Proposer is not responsible.

Vendor Responsibility

Complete and include in the Proposal a Vendor Responsibility Questionnaire for the Respondent and its proposed subcontractors, which can be found at http://www.osc.state.ny.us/vendrep/forms_vendor.htm. Select the questionnaire that best matches the business type (either For-Profit or Not-For-Profit) and business activity (Construction or Other). Do not send the completed form to the Office of the State Comptroller (OSC) unless specifically requested. HTFC shall verify that the Respondent is not debarred through the System for Award Management (www.SAM.gov).

Negative Findings

A proposal may be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent the Agencies from selecting the Proposer. These findings may pertain to: (i) the Primary Contractor; (ii) any firm listed as a partner, sub-consultant, or subcontractor in the proposal; (iii) any owners, primary

shareholders, or executive staff of the Primary Contractor or any of its partners; or (iv) any of the principal staff expected to perform or supervise the work outlined in the Scope of Work. Such adverse findings include, but are not limited to:

- Negative findings from the New York State Inspector General, a federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state;
- Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York State or another state;
- Pending or unresolved litigation with the Federal government, any State government, or a local municipality regarding contract performance;
- Arson conviction or pending case;
- Harassment conviction or pending case;
- Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings;
- In rem foreclosure;
- Sale of tax lien or substantial tax arrears;
- Fair Housing violations or current litigation;
- Defaults under any Federal, State or local-sponsored program;
- A record of substantial building code violations or litigation against properties owned and / or managed by the Proposer or by any entity or individual that comprises the Proposer;
- Past or pending voluntary or involuntary bankruptcy proceeding;
- Conviction for fraud, bribery or grand larceny; or
- Listing on the federal or State excluded parties' lists.

If the Proposer believes that any of the adverse findings listed above may be applicable to their firm, or any person or entity partnering with their firm, they should provide a detailed explanation of the finding in the proposal. Failure to disclose any relevant findings may result in disqualification of the proposal.

RHC Debriefing Procedures

Unsuccessful Proposers shall be notified upon the Agency's selection of a Contractor. Consistent with New York State Finance Law Section 163, Proposers may, within fifteen (15) calendar days of notification of selection/non-selection, request a debriefing to discuss the evaluation of its Proposal. A debriefing must be requested in writing and the request shall be submitted to Jerome White at contractunitinfo@hcr.ny.gov

A Proposer will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled within ten (10) business days of receipt of written request by the Agency, or as soon after that time as practicable under the circumstances.

HTFC Protest Procedures

Any protest concerning the terms and conditions of this RFP (or other matters that would be apparent to an interested party prior to the date set in this RFP for the receipt of proposals) must be filed on or before the date set in this RFP for the receipt of proposals. The protest must be in writing and submitted to Jerome White at contractunitinfo@hcr.ny.gov

An unsuccessful Proposer may file a protest concerning the contract award to Jerome White at contractunitinfo@hcr.ny.gov within ten (10) business days from the date of the notice of the contract award or if a debriefing has been requested by the Proposer, within five (5) business days of the debriefing (whichever is later).

Affirmation of Understanding

Complete and sign the Affirmation of Understanding and Agreement Pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b), attached hereto as Appendix A (a form in Appendices).

Offeror Disclosure of Prior Non-Responsibility Determinations

Complete and sign the Offeror Disclosure of Prior Non-Responsibility Determinations, attached hereto as Appendix B (a form in Appendices).

Non-Collusive Bidding Certification

Complete and sign the Non-Collusive Bidding Certification (a form in Appendices).

Requirements of Legal Entities

Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the State of New York at the time of the submission of their Proposals to this RFP. Such Respondents shall attach a certificate of good standing from the New York Secretary of State to their submissions.

General Federal Grant Requirements (*as applicable*)

Because the Contract is being funded with federal funds, the Contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget's ("OMB") applicable circulars. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the Respondent shall adhere to any applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from the fee or compensation to Vendor.

HUD General Provisions

Because the Contract is being funded with HUD funds, the Contract shall be governed by certain general HUD terms and conditions, attached hereto as Appendix I of the RFP. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix I, and any subsequent changes made by HUD.

Standard Clauses for Contracts with HTFC

Because the Contract will be between the Respondent and HTFC, the contract shall be Governed by certain standard HTFC terms and conditions, attached hereto as Appendix II of the RFP Appendices. **Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix II, and any subsequent changes deemed appropriate by HTFC.**

Iran Divestment Act

Every bid or proposal made to HTFC/RHC pursuant to a competitive solicitation must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"By submission of this bid or proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

The list in question is maintained by the Office of General Services. A Proposal that fails to certify compliance with this requirement may not be accepted as responsive.

7. ATTACHMENTS AND APPENDICES

- Attachment 1 – Price Proposal Form
- Attachment 2 – Insurance Requirements
- Attachment 3 – Contract Provisions for 2 CFR Part 200
- Attachment 4 – Request for Proposals (RFP) Checklist

APPENDICES:

- DHCR's Standard Clauses and Requirements for Solicitations (Exhibit A)
- HFA and HTFC Standard Clauses for NYS Contracts (Appendix I)
- MWBE Participation Requirements and Procedures for Contracts (Appendix II)
- HUD General Provisions (Appendix I)

RFP Forms:

- Vendor Information Form
- Appendix A – Affirmation of Understanding
- Appendix B – Offeror Disclosure
- Non-Collusive Bidding Certification
- Appendix II – Diversity Forms (HUD) (HUD-2516)
- Form PROC-1 Equal Employment Opportunity Staffing Plan
- Form PROC-2 M/WBE Utilization Plan
- Form PROC-4 M/WBE and EEO Policy Statement
- Form PROC-8 EEOC Statement
- Form Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Form Vendor Assurance of No Conflict of Interest of Detrimental Effect Certification under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- Vendor Responsibility Questionnaire (Respondent)
- Vendor Responsibility Questionnaire(s) (Subcontractor(s))
- Certificate of Good Standing

Attachment 1 - Price Proposal Form

Case Management and Project Management Services

Firm Name: _____

		Hourly Rates							
		Contract Year							
Name(s)	Title	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 (option 1)	Year 7 (option 2)	Year 8 (option 3)
Total Price per Year									
Total Contract Price									

Note: Hourly Fee are all inclusive rates and must include any reproduction, travel, postage, or other expenses

Signature: _____

Date: _____

Firm Name: _____

Attachment 2 - Insurance Requirements

Contractor shall procure and maintain, at its sole cost and expense, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Task Order(s), insurance of the type, and with the limits and deductibles, listed below. Any proposed alternate insurance requirements may be submitted with the Proposal and/or may be negotiated during the contracting phase should an entity be selected. It shall be in HTFC's sole discretion to accept or reject alternative insurance requirements.

- i. Commercial General Liability Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; One Million Dollars (\$1,000,000.00) per occurrence for personal and advertising injury; Two Million Dollars (\$2,000,000.00) products/completed operations aggregate; and Two Million Dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name HTFC, the State of New York, and all "benefitted parties" as "Additional Insureds".
- ii. Comprehensive Automobile Liability. In an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Contractor's activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s).
- iii. Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.
- iv. Standard "All Risk" Property Insurance covering all equipment and material (owned, borrowed or leased by Vendor or its employees) utilized and/or related to Vendor's activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s), to the full replacement value, and which shall allow for a waiver of subrogation in favor of HTFC. Vendor hereby agrees to waive its right of subrogation

against HTFC. Failure of the Contractor to secure and maintain adequate coverage shall not obligate HTFC, its agents or employees, for any losses.

- v. Excess Liability Insurance. In an amount not less than Three Million Dollars (\$3,000,000) per occurrence and Eight Million Dollars (\$8,000,000) per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be written on an “occurrence” basis and shall be endorsed to name HTFC and the State of New York as “Additional Insureds”.
- vi. In addition-If vendor will be hauling hazardous material, Contractor’s Pollution Liability (CPL) Coverage. In an amount not less than Five Million Dollars (\$5,000,000.00) covering pollution related claims and also including Non-owned disposal site(s) liability, Transportation pollution liability coverage endorsement, Additional Insured Endorsement, and Additional Insured Endorsement-Products-Completed Operations Hazard. Such insurance shall be written on an “occurrence” basis and shall apply on a primary, non-contributory basis.
- vii. If Vendor is providing Professional Services as a Pollution Mitigation and/or Abatement Contractor, Professional Liability Including Pollution Legal Liability Insurance. In an amount not less than Two Million Dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Vendor and/or those acting under the Vendor’s direction or control and/or those for whose acts the Vendor may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by the Vendor. HTFC, the State of New York, and all “benefitted parties” shall be named as “Additional Insureds” on the Pollution Legal Liability coverage.

All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best’s Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Vendor under this Agreement, the Services or Scope of Services, or any Work Order(s), and shall be endorsed to provide that HTFC shall receive thirty (30) days prior

written notice in the event of cancellation, non-renewal or material modification of such insurance.

The Vendor shall provide Certificates of Insurance to HTFC prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including HTFC, the State of New York, and all “benefitted parties” as “Additional Insureds”, shall be deemed a breach of contract.

An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers’ Compensation Insurance and Disability Benefits Insurance. For evidence of Workers’ Compensation Insurance, the Vendor must supply one of the following forms: Form C-105.2 (Certificate of Workers’ Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI-12 (Certificate of Workers’ Compensation Self- insurance), Form GSI-105.2 (Certificate of Participation in Workers’ Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the Vendor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage).

Subcontractors under this Agreement shall only be subject to (i)-(iv) of this Section, except that (vi)-(vii) shall apply where applicable. However, Vendor 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 Vendor given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.

Indemnification Provisions:

Vendor will also be required to agree to the following indemnification provisions:

Vendor shall, and hereby agrees, to hold harmless, defend (with counsel acceptable to HTFC), and indemnify HTFC and the State of New York, and its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, representatives, and affiliates (collectively, "HTFC"), from and against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, costs of any form or nature whatsoever (including reasonable attorneys' fees), resulting from, arising out of, or in consequence of any action or cause of action in connection with this Agreement, the Services or Scope of Services, or any Work Order(s), including, but not limited to, property damage, any injuries or death sustained by any persons, employees, agents, invitees and the like, any infringement of copyright, royalty, or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement, the Services or Scope of Services, or any Work Order(s), any injuries or damages resulting from defects, malfunction, misuse, etc. of Vendor-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or willful misconduct) of Vendor or any subcontractor or supplier of any level or tier or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

This indemnity shall expressly include, but is not limited to, the obligation of Vendor to indemnify and reimburse HTFC for any and all attorneys' fees and other litigation or dispute resolution costs incurred, or to be incurred, in HTFC's enforcement of this Agreement, or any portion thereof, against Vendor or otherwise arising in connection with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

It is expressly understood and agreed that the risk of loss for property damage during the course of construction or other work passes to HTFC only after completion of the work enumerated in the Agreement, Services or Scope of Services, or any Work Order(s). Accordingly, all of the indemnification provisions as set forth herein shall also apply to

any losses sustained prior to the passing of risk of loss to HTFC. This clause shall survive indefinitely the termination of this Agreement for any reason.

For construction, environmental remediation/mitigation, or other work in which HTFC has entered into this contract to perform the work on behalf of homeowners or others who may be determined to be third party beneficiaries of this contract (“benefitted parties”), all of the indemnification provisions set forth herein shall expressly extend to such “benefitted parties” in like manner and degree as to HTFC.

Notwithstanding the foregoing indemnification provisions, Vendor remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Vendor, its officers, employees or agents.

Attachment 3 – Contract Provisions for 2 CFR Part 200

Title 2: Grants and Agreements

Displaying title 2, up to date as of 5/22/2023. Title 2 was last amended 3/01/2023

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-

Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person

or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323.

(K) See § 200.216.

(L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment 4 - Request for Proposals (RFP) Checklist

Required Proposal Content:

- Capacity and Experience
- Staffing Expertise
- A Statement of Commitment to Compliance
- M/WBE and EEO
- Price Proposal with Completed Price Proposal Forms (Separate from Technical Proposal)

Required Forms and Information:

- Vendor Information Form
- IDA Certification
- Appendix A – Affirmation of Understanding
- Appendix B – Offeror Disclosure
- Non-Collusive Bidding Certification
- Form Vendor Assurance of No Conflict of Interest of Detrimental Effect

Appendix II – Diversity Forms (HUD & HTFC)

- Form PROC-1 Equal Employment Opportunity Staffing Plan
- Form PROC-2 M/WBE Utilization Plan
- Form PROC-4 M/WBE and EEO Policy Statement
- Form PROC-8 EEOC Statement
- Form Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Vendor Responsibility Questionnaire (Respondent)
- Vendor Responsibility Questionnaire(s) (Subcontractor(s))
- Certificate of Good Standing
- Diversity Certification, as applicable

Appendices – Separate PDF

**DHCR’s Standard Clauses and
Requirements for Solicitations (Exhibit A)**

**HFA and HTFC Standard
Clauses for NYS Contracts (Appendix I)**

**MWBE Participation Requirements
and Procedures for Contracts (Appendix II)**

HUD General Provisions (Appendix I)

RFP Forms

- Vendor Information Form
- Appendix A – Affirmation of Understanding
- Appendix B – Offeror Disclosure
- Non-Collusive Bidding Certification
- Appendix II – Diversity Forms (HUD)
 - HUD-2516
- Form PROC-1 Equal Employment Opportunity Staffing Plan
- Form PROC-2 M/WBE Utilization Plan
- Form PROC-4 M/WBE and EEO Policy Statement
- Form PROC-8 EEOC Statement
- Form Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Form Vendor Assurance of No Conflict of Interest of Detrimental Effect
- Certification under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- Vendor Responsibility Questionnaire (Not-For-Profit)
- Vendor Responsibility Questionnaire(s) (For Profit)
- Certificate of Good Standing