Request for Proposals for Sustainability & Environmental Technical Assistance Services

Request for Proposals Issuance Date: June 9, 2023
Proposal Submission Deadline: July 19, 2023, 12PM, EDT

RFP No.: HCR-RFP-230609

NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL
HOUSING TRUST FUND CORPORATION
Hampton Plaza | 38-40 State Street | Albany, NY 12207

NEW YORK STATE HOUSING FINANCE AGENCY
641 Lexington Avenue | 5th Floor | New York, NY 10022
www.hcr.ny.gov
Table of Contents

1. Introduction ................................................................................................................. 6
   1.1 New York State Division of Housing and Community Renewal ........................................ 6
   1.2 New York State Housing Finance Agency ........................................................................ 6
   1.3 Housing Trust Fund Corporation .................................................................................... 6
   1.4 NYS Climate Leadership and Community Protection Act .............................................. 7
   1.5 HCR’s Sustainability Unit ............................................................................................... 8
2. Purpose ......................................................................................................................... 8
   2.1 Vision Statement ........................................................................................................... 9
   2.2 Assignment of Work ..................................................................................................... 9
   Table 1- Regions ............................................................................................................... 10
3. Assessment of Practices relating to Diversity and Service-Disabled Veteran Owned Business Enterprises (“SDVOBs”) ......................................................................................................................... 11
   3.1 Minority and/or Women Owned Business Enterprise Participation (“Diversity”) .......... 12
   3.2 Service-Disabled Veteran-Owned Business Enterprise Participation ............................ 12
   3.3 MWBE and SDVOB Partner/Subcontractor Interest ...................................................... 12
4. Calendar of Events and Milestones ............................................................................. 13
   Table 2- Calendar of Events and Milestones .................................................................... 14
5. Intent to Submit Proposal ............................................................................................ 14
6. Primary Contractor and Subcontractor(s) Team .......................................................... 15
7. Scope of Services (“Scope of Work”) ............................................................................ 15
   7.1 Functional Area: Training and Technical Assistance Services ...................................... 16
   7.2 Functional Area: Energy Auditing and Benchmarking Services .................................. 18
   7.3 Functional Area: Program and Policy Design, Development, Review and Analysis Services 19
   7.4 Deliverables, Reports, Schedule/Milestones, Terms and Conditions, Acceptance and Sign-off .... 20
8. Contents of Proposals ................................................................................................... 20
   8.1 TAB 1: Proposal Coversheet, Cover Letter & Proposal Certification .............................. 21
   8.2 TAB 2: Technical Proposal (107-page limit for each Functional Area Proposer seeks consideration) 23
   8.3 TAB 3: FORM A: Cost Proposal Form (Budget) .......................................................... 25
   8.4 TAB 4: Administrative Proposal .................................................................................. 31
   8.5 TAB 5: Diversity and SDVOB Proposal ....................................................................... 38
9. Proposal Submission Instructions .................................................................................. 38
10. Proposer Inquiries/Revisions to this RFP ...................................................................... 39
11. Evaluation and Selection Process ............................................................................... 40
12. Notification of Selection ............................................................................................. 42
13. DHCR Debriefing and Protest Procedures ................................................................... 42
   13.1 DHCR Debriefing Procedures ..................................................................................... 42
   13.2 DHCR Protest Procedures ......................................................................................... 42
14. Contract Award ........................................................................................................... 43
15. Non-Discrimination and Contractor & Supplier Diversity Requirements ..................... 44
15.1 Contractor Requirements and Procedures for Participation Opportunities by New York State Certified Minority-and Women-Owned Business Enterprises ........................................ 44
15.2 Equal Employment Opportunity Requirements for Minority Group Members and Women ….. 46
15.3 Participation Opportunities for NYS Certified Service-Disabled Veteran Owned Business … 46
15.4 Encouraging the Use of Businesses in Contract Performance Form …………………. 50
16. Restriction of Communication ............................................................... 53
17. Ethics ........................................................................................................ 53
17.1 Public Officers Law .............................................................................. 53
17.2 Ethics Requirements .......................................................................... 53
17.3 Vendor Responsibility Determination ................................................... 54
18. Sales Tax Certification ............................................................................. 55
19. Iran Divestment Act (“Act”) .................................................................... 56
20. Sexual Harassment Prevention Policy Certification ................................. 57
21. Freedom of Information Law (“FOIL”) .................................................. 57
22. Negative Findings ................................................................................ 58
23. Non-Disclosure & Confidentiality Terms ................................................ 59
24. Reservation of Rights ........................................................................... 66
25. Compliance with all Federal and State Requirements ............................. 67
26. Proposal Checklist .................................................................................. 67
27. Schedule of Attachments
   Attachment I - Proposal Coversheet and Certification
   Attachment II - Regional Checklist
   Attachment III - Proposer Experience Addendum
   Attachment IV - Staffing Plan
   Attachment V - Cost Proposal Forms (A.1, A.2 & A.3)
28. Schedule of Exhibits
   Exhibit A: Acronyms and Defined Terms
29. Schedule of RFP Appendices
   Appendix A: DHCR's Standard Clauses for New York State Contracts
   Appendix B: DOE's Federal Terms and Conditions
   Appendix C: DHCR State of New York Multi-Year Agreement
   Appendix I: HFA's and HTFC's Standard Clauses for New York State Contracts
   Appendix II: Agencies' Requirement and Procedures for Contract Participation by Minority Group Members and Women
30. RFP Forms List
   RFP Form B: Intent to Submit Proposal Form
   RFP Form C: Non-Collusive Bidding Certification Form
   RFP Form D: Vendor Information Form
   RFP Form E: Iran Divestment Act Certification
   RFP Form F: (not required with proposal submission)
   RFP Form G: Procurement Lobbying Provisions and Forms
RFP Form H.1, H.2, H.3, H.4: Vendor Responsibility Questionnaire
RFP Form I.1: (not required with proposal submission)
RFP Form I.2: (not required with proposal submission)
RFP Form K: Vendor Assurance of No Conflict of Interest and Detrimental Effect
RFP Form L: Evidence of Eligibility of Licensure and/or Certifications
RFP Form M: Sexual Harassment Prevention Policy Certification
RFP Form N: Certification Prohibiting State Agencies & Authorities from Contracting with Businesses Conducting Business in Russia under NYS Executive Order No. 16
RFP Form O: EEO Staffing Plan, PROC-1
RFP Form P: Utilization Plan, PROC-2
RFP Form Q: Request for Waiver Form, PROC-3
RFP Form R: MWBE & EEO Policy Statement, PROC-4
RFP Form S: Company Demographic Profile, PROC-7
RFP Form T: EEOC Statement, PROC-8
RFP Form U: Diversity Practices Questionnaire, PROC-9
NEW YORK STATE
DIVISION OF HOUSING AND COMMUNITY RENEWAL

HOUSING TRUST FUND CORPORATION

NEW YORK STATE HOUSING FINANCE AGENCY

REQUEST FOR PROPOSALS FOR
SUSTAINABILITY AND ENVIRONMENTAL
TECHNICAL ASSISTANCE SERVICES

IMPORTANT NOTICE: A Restricted Period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until New York State Comptroller approval of the Contracts for DHCR and authorization of Contracts by the respective Boards of Directors (“Boards”) of New York State Housing Finance Agency and Housing Trust Fund Corporation. Proposers are prohibited from Lobbying Law Contacts related to this Procurement with any employee of the New York State Division of Housing and Community Renewal (“DHCR”), New York State Housing Finance Agency (“HFA”), Housing Trust Fund Corporation (“HTFC”) (individually or collectively, “Agency” or “Agencies”) or their Affiliates, other than the Designated Contact Officers listed below.

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

Alejandro J. Valella, Vice President and Deputy Counsel
New York State Housing Finance Agency
641 Lexington Avenue, 5th Floor, New York, New York 10022
Email: Alex.Valella@hcr.ny.gov

Stacey C. Mickle, Treasurer
Housing Trust Fund Corporation
Hampton Plaza - 38-40 State Street, Albany, New York 12207
Email: Stacey.Mickle@hcr.ny.gov

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

1. Introduction

New York State Homes and Community Renewal (“HCR”) consists of all the major housing and community renewal agencies of the State of New York (“State” or “NYS”) including the New York State Division of Housing and Community Renewal, New York State Housing Finance Agency and Housing Trust Fund Corporation. HCR includes other agencies (“Affiliates”) not involved in this RFP process.

1.1 New York State Division of Housing and Community Renewal

The New York State Division of Housing and Community Renewal is responsible for the supervision, maintenance and development of affordable low- and moderate-income housing in the State of New York. DHCR performs a number of activities including oversight and regulation of the State's public and publicly assisted rental housing, administration of the State’s rent regulations and protection of rent-regulated tenants and administration of housing development and community preservation programs, including State and Federal grants and loans to housing developers to finance construction and renovation of affordable housing. For additional information regarding DHCR and its programs, please visit DHCR’s webpage at: https://hcr.ny.gov/division-housing-and-community-renewal.

1.2 New York State Housing Finance Agency

The New York State Housing Finance Agency is a public benefit corporation created in 1960 to finance low- and moderate-income rental housing. HFA issues taxable and tax-exempt bonds to provide mortgage loans to developers of affordable multifamily rental housing. HFA's mission is to create and preserve high quality affordable multifamily rental housing that serves communities across the State. For additional information regarding HFA and its programs, please visit HFA’s webpage at: https://hcr.ny.gov/housing-finance-agency.

1.3 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 additional information regarding HTFC and its programs, please visit HTFC’s webpage at: https://hcr.ny.gov/housing-trust-fund-corporation.
1.4  NYS Climate Leadership and Community Protection Act

In 2019, NYS passed the Climate Leadership and Community Protection Act ("CLCPA" or the "Act") into law, ushering in one of the most ambitious climate agendas in the nation. This landmark legislation addresses climate change and minimizes the adverse impacts on the “economic well-being, public health, natural resources, and the environment of New York.” The State seeks to meet these objectives by reducing statewide greenhouse gas emissions, scaling up renewable energy to avoid further climate change and improving the resiliency of the State to address unavoidable climate change impacts.

Of the various economic sectors that produce the most greenhouse gases ("GHG"), buildings contribute at least 33% of the State’s total GHG emissions. This makes it imperative for the Agencies to help produce greener, more sustainable affordable housing and to bring its existing portfolio into compliance with higher energy efficiency standards as we move toward the CLCPA’s stated goals of reducing economy-wide GHG emissions by 40 percent by 2030 and no less than by 85 percent by 2050 from 1990 levels. This Act builds on a robust set of existing programs in the State that save energy, cut GHG emissions and assist families and businesses in reducing energy costs. The State’s Sustainability and Energy Efficiency programs include, but are not limited to, the programs indicated below.

1.4.1  Federally Funded Programs:

- Weatherization Assistance Program ("WAP")
- Low-Income Home Energy Assistance Program ("LIHEAP" or "HEAP")
- EmPower New York Program ("EmPower Program")

1.4.2  State Funded Programs:

- Climate Friendly Homes Fund ("CFHF")
- NYS HCR’s Benchmarking Program

1.4.3  Other Programs:

- Affordable Multi-family Energy Efficiency Program ("AMEEP")
- New York State Energy Research and Development Authority ("NYSERDA") Multi-family Performance Program ("MPP")
- HCR’s Clean Energy Initiative ("CEI")

A key component to reduce GHG in the building sector is to make significant investments in energy efficiencies which will simultaneously drive down energy use and costs for homeowners. Many of the programs listed above, including HCR’s WAP, have for decades served very low-income New Yorkers by performing energy efficiency upgrades to both single family and multi-family homes statewide. Additional programs may be added if funding becomes available.
1.5 HCR’s Sustainability Unit

HCR’s Sustainability Unit works across the Agencies and provides guidance to internal and external customers on improvements in building energy efficiency and reduction of on-site carbon emissions throughout HCR’s existing portfolio and within its new construction/rehabilitation or capital programs.

The Sustainability Unit aims to help achieve these reductions through (i) implementing routine data collection known as energy benchmarking, (ii) managing compliance against a set of sustainable design guidelines, (iii) leveraging existing resources and programs (such as the NYS Weatherization Assistance Program) and (iv) creating new programs (such as the Clean Energy Initiative), where feasible, to improve energy efficiency throughout its portfolio. HCR now seeks to establish prequalified lists of vendors who will support the ongoing operations of the State’s sustainability programs in addition to other federal and State programs as they are implemented across the market while serving the growing industry of green building employers and workers.

2. Purpose

The purpose of this RFP is to establish three (3) pre-qualified lists or panels (“Panels”) of sustainability and environmental technical assistance service providers (“Proposers” or “Sustainability Vendors” or “SVs”) to assist the Agencies and their network of partners across the State in the delivery and support of the Agencies’ sustainability programs in the following three functional areas (“Functional Areas” or “Sustainability Services”):

(i) Training and Technical Assistance Services (“TTA Services”);
(ii) Program and Policy Design, Development Review and Analysis (“PDRA Services”;
and/or
(iii) Energy Auditing and Benchmarking Services (“EAB Services”).

The Functional Areas are further detailed in the Scope of Services (“Scope of Work”) section of this RFP. An SV may be either a for-profit or not-for-profit entity, integral to ensuring consistent, high-quality services, and applying emerging, national best practices in the State of New York.

Successful Proposers are not guaranteed any minimum amount of work and will be considered for assignments only as services are needed and funding becomes available. With the exception of the on-site inspection (such as audits and construction monitoring) and training Sustainability Services, successful Proposers should be prepared to perform most work remotely utilizing electronic data and file systems. Successful Proposers may apply for one or more Functional Areas but are not required to demonstrate experience in each functional task area unless applying.

This RFP outlines the terms and conditions, and all applicable information required for submission of a proposal. To prevent possible disqualification and to ensure compliance with the requirements of the RFP, Proposers should pay strict attention to the Proposal Submission Deadline indicated in the
Calendar of Events and Milestones section of this RFP and follow the format and instructions contained herein.

2.1 Vision Statement

HCR strives to be among the nation’s leading housing agencies in sustainability work including, but not limited to, (a) innovative solutions for decarbonization in affordable housing, (b) supporting and administering energy efficiency measures, and (c) customer service. The SVs on the Panel(s) will play an essential role in achieving those goals.

More specifically, the SV Panels will assist the Agencies and their partners, on an as-needed basis, to: (i) provide specialized expertise and labor to help facilitate the achievement of the State’s goals for energy savings and reduction of the State’s carbon footprint; (ii) deliver specific services to facilitate the implementation of special initiatives; (iii) deliver functions necessary for the administration of Sustainability programs; (iv) apply federal rules and State policy in a local and regional context; and (v) leverage community resources.

2.2 Assignment of Work

This RFP seeks to make multiple contract awards, and in doing so, to establish three Panels of SVs to perform Sustainability Services for each Functional Area outlined in the Scope of Services section of this RFP in accordance with the Regions listed below.

<table>
<thead>
<tr>
<th>REGION</th>
<th>REGION NAME</th>
<th>UPSTATE/DOWNSTATE</th>
<th>COUNTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region 2</td>
<td>Central New York</td>
<td>Upstate</td>
<td>Cayuga, Cortland, Madison, Onondaga, and Oswego Counties.</td>
</tr>
<tr>
<td>Region 4</td>
<td>Hudson Valley</td>
<td>Upstate</td>
<td>Dutchess, Orange, Putnam, Sullivan and Ulster Counties.</td>
</tr>
<tr>
<td>Region 4A</td>
<td>Hudson Valley</td>
<td>Downstate</td>
<td>Rockland and Westchester Counties.</td>
</tr>
<tr>
<td>Region 5</td>
<td>Long Island</td>
<td>Downstate</td>
<td>Nassau and Suffolk Counties.</td>
</tr>
<tr>
<td>Region 6</td>
<td>Mohawk Valley</td>
<td>Upstate</td>
<td>Fulton, Herkimer, Montgomery, Oneida, Ostego, and Schoharie Counties.</td>
</tr>
<tr>
<td>Region 7</td>
<td>New York City</td>
<td>Downstate</td>
<td>Bronx, Kings, New York, Queens and Richmond Counties.</td>
</tr>
<tr>
<td>Region 9</td>
<td>Southern Tier</td>
<td>Upstate</td>
<td>Broome, Chemung, Chenango, Delaware, Schuyer, Steuben, Tioga, and Tompkins Counties</td>
</tr>
<tr>
<td>Region 10</td>
<td>Western New York</td>
<td>Upstate</td>
<td>Allegany, Cattaraugus, Chautauqua, Erie, and Niagara Counties.</td>
</tr>
</tbody>
</table>
The Agencies anticipate establishing three Panels of SVs, one for each of the three Functional Areas. Proposals will be evaluated on the best value concept and proposals with a composite score of 65 points or more will be expect to awarded contracts to the highest scoring best value Proposers in each Functional Area that they applied in accordance with Section 11 of this RFP titled “Evaluation and Selection Process.” Contracts resulting from this RFP will be established as umbrella contracts (or backdrop contracts) that will cover each of the Functional Areas defined in the Scope of Work section of this RFP. While the method of award for future engagements (i.e., projects) will vary based on the nature of the project, awards for future engagements will be based on the options outlined in this RFP since multiple methods of awards will be possible. Future engagements for Sustainability Services will be designated as either an Upstate engagement or a Downstate engagement. Projects in the Upstate Region will include projects in all the Regions noted on Table 1 above EXCEPT (i) Region 4A., Hudson Valley – Rockland and Westchester Counties, (ii) Region 5, Long Island – Nassau and Suffolk Counties and (iii) Region 7, New York City – Bronx, Kings, New York, Queens and Richmond Counties. Projects in the Downstate Region will include projects in the Regions of (x) Region 4A., Hudson Valley – Rockland and Westchester Counties, (y) Region 5, Long Island – Nassau and Suffolk Counties and (z) Region 7, New York City – Bronx, Kings, New York, Queens and Richmond Counties. Proposers will be required to complete the Regional Checklist attached hereto as Attachment 2 to indicate the Regions that they are willing to serve. If applying for more than one Functional Area, and if the Regional Area(s) the proposer/bidder is willing to serve varies from one Functional Area to another, then the proposer/bidder should complete the Regional Checklist for each Functional Area that they apply. If a future project is located in the Upstate Region, then all Proposers willing to serve in the Region of the project, as indicated on the Proposer’s Regional Checklist (Attachment II), will be eligible for award of the future engagement. If a future project is located in the Downstate Region, then all Proposers willing to serve in the Region of the project, as indicated on the Proposer’s Regional Checklist (Attachment II), will be eligible for award of the future engagement. After the project is designated as either an Upstate Region engagement or a Downstate Region engagement, Sustainability Services will be assigned in one of two ways: (i) by fixed rates, or (ii) by way of issuing a mini-bid solicitation.

A. For fixed rates, engagements will be awarded as indicated below.

   (a) The engagement will be assigned to the bidder with the lowest fixed bid rate in the (i) Upstate Region (if the project is an Upstate Region) or (ii) Downstate Region (if project is a Downstate Region) for the Functional Area assignment (and in the event of a tie, the lowest bidder whose business office is geographically closest to the Functional Area engagement, by distance and measured by milage, will be assigned the engagement). In the event that the bidder with the lowest fixed bid rate in the applicable Upstate or Downstate Region for the Functional Area assignment is not able to provide the services, below is the order of precedence for assignment of the engagement:

2 Lowest Bidder shall mean the lowest bidder in the Upstate Region or Downstate Region where a bidder is willing to serve for either an Upstate project (projects in all Regions EXCEPT Regions 4A, 5 and 7) or a Downstate Region project (projects in Regions 4A, 5 and 7)
(i.) if the bidder with the lowest fixed bid rate in the Upstate Region or Downstate Region, as applicable, for the Functional Area assignment is unable to provide the services, the next lowest bidder in the applicable Upstate or Downstate Region for the Functional Area project will be assigned the engagement (and in the event of a tie, the lowest bidder whose business office is geographically closest to the Functional Area engagement, by distance and measured by milage, will be assigned the engagement).

Note: If the next lowest bidder in the applicable Region (i.e., either the Upstate or Downstate Region) is unable to provide the services, the Agencies will continue to go to each next lowest bidder for the assignment of the project (and in the event of a tie, the lowest bidder whose business office is geographically closest to the Functional Area engagement, by distance and measured by milage, will be assigned the engagement);

The Agencies reserve the right to limit awards to any bidder that is currently engaged in three other active and concurrent engagements, irrespective of the Region(s) (i.e., either Upstate or Downstate) they may be servicing. The Agencies further reserve the right to adjust these goals at their discretion, including, but not limited to, insufficient receipt of a number of qualified bids and/or a bidder’s ability to demonstrate that it has the capability and experience to assume multiple engagements in excess of three active and concurrent engagements.

B. Mini-bid procurement process. Engagements not assigned in accordance with 2.2.(A) above, will be awarded by way of a competitive procurement processes (i.e., mini-bid processes), to be conducted by the Agencies on an “as-needed basis.” Engagements will be awarded on the basis of the “best value” concept (i.e., a proposal which “optimizes quality, cost and efficiency”).

Engagements resulting from future competitive procurement processes may be subject to approval by (i) the Office of the New York State Comptroller (“OSC”) for DHCR contracts and (ii) the respective HFA and HTFC Boards for HFA and HTFC contracts. HFA and HTFC contracts are also subject to annual review by their respective Boards.

Successful Proposers awarded contracts resulting from this RFP process for DHCR, or eligible for contract award for HFA and/or HTFC, will be evaluated on their performance on an annual basis and may be removed from the Panel(s) at the discretion of the Agencies.

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

The Agencies have determined, pursuant to New York State Executive Law Article 15A (“Article 15-A”), New York State Executive Law Article 17B (“Article 17-B”), and applicable federal rules and regulations, that the assessment of participation by minority-and/or women-owned business enterprises
(“MWBEs”) (assessment of participation by MWBEs hereinafter referred to as “Diversity”) and service-disabled veteran owned businesses (“SDVOBs”) practices of Proposers responding to this RFP is practical, feasible, and appropriate.

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

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

The Agencies are required to implement the provisions of Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all contracts of the Agencies, as defined therein, with a value in excess of $25,000. The Agencies strongly encourage the partnering of MWBE firms with majority firms and MWBE firms with other MWBE firms. For assistance identifying MWBE partners, review the list of certified State MWBEs, accessible at the following web address: https://ny.newnycontracts.com/frontend/searchcertifieddirectory.asp.

For purposes of this solicitation, the Agencies hereby establish 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

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

The Agencies are required to implement the provisions of Article 17-B for all Agency contracts, as defined therein, with a value in excess of $25,000. For assistance identifying SDVOB partners, review the list of certified State SDVOBs, accessible at the following address: https://online.ogs.ny.gov/SDVOB/search.

For purposes of this solicitation, the Agencies hereby establish a goal of 6% of total contract expenditures for SDVOB participation.

3.3 MWBE and SDVOB Partner/Subcontractor Interest

MWBEs and SDVOBs certified in the State may request that their firm’s contact information be included on a list of MWBE and SDVOB firms interested in serving as a subcontractor for this RFP. The listing will be publicly posted on the Agencies’ website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its MWBE
certification and/or SDVOB certification to ContractUnitInfo@hcr.ny.gov. Nothing prohibits an MWBE or a SDVOB firm from proposing as a prime contractor (i.e., a “Proposer”).

4. **Calendar of Events and Milestones**

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

**TABLE 2, CALENDAR OF EVENTS AND MILESTONES**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>June 9, 2023</td>
</tr>
<tr>
<td>Non-Mandatory Virtual Pre-Bid Conference</td>
<td>June 15, 2023, 11AM, EDT</td>
</tr>
<tr>
<td>Deadline for RFP Questions</td>
<td>July 6, 2023, 12PM, EDT</td>
</tr>
<tr>
<td>Deadline for Responses to RFP Questions</td>
<td>July 13, 2023</td>
</tr>
<tr>
<td>Proposal Submission Deadline</td>
<td>July 19, 2023, 12PM EDT</td>
</tr>
<tr>
<td>Notification for Interview to Selected Proposers (if needed)</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>Interview for Selected Proposers (if needed)</td>
<td>To Be Determined</td>
</tr>
<tr>
<td>Anticipated Notification of Tentative Selection*</td>
<td>September, 2023</td>
</tr>
<tr>
<td>Anticipated Date for Execution of the Contracts</td>
<td>November/December, 2023</td>
</tr>
<tr>
<td>Anticipated Date for Approval of Contracts by OSC and Boards*</td>
<td>November/December, 2023</td>
</tr>
</tbody>
</table>

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY-
Registration is required for each attendee at the Pre-Bid Conference on June 15, 2023 at 11:00AM, Eastern Daylight Time (EDT).

To register, please use the following link:  
https://meetny.webex.com/weblink/register/r393845ef2e0d8654d681f5e1984eb1d6

or you can receive a registration form via email. To receive a registration form, please email Mike Branigan, Senior Contract Specialist at Michael.Branigan@hcr.ny.gov.

The subject line of the email should indicate “Sustainability RFP Pre-Bid Conference – Registration Request.”

Pre-Bid Conference, WebEx information will be posted to HCR’s website at https://hcr.ny.gov/procurement-opportunities.++ US Toll Free: 1-518-549-0500,1615048504## US (English Menu)
Local: 1-518-549-0500 US (English Menu)

Meeting Number (access code): 1615 04 8504
Meeting Password: Ej5NaDrwu58

To join this meeting from mobile devices,
1. Go to: https://meetny.webex.com/meetny/j.php?MTID=mda36b3a722d3846a23cfe431a9b2919c
2. If requested, enter your name and email address.
3. If a password is required, enter the meeting password: Ej5NaDrwu58
4. Click "Join".
5. Follow the instructions that appear on your screen.

*Any DHCR contract resulting from this RFP process in excess of $50,000 shall be subject to the approval of the Office of the NYS Attorney General ("OAG") and OSC. HFA and HTFC contracts resulting from this RFP process, exceeding one year in duration or $100,000 in amount, shall be subject to the approval of the respective HFA and HTFC Boards. HFA and HTFC contracts exceeding one year in duration are also subject to annual review by the respective HFA and HTFC Boards.

5. Intent to Submit Proposal

Proposers are strongly encouraged to complete an Intent to Submit Proposal form, attached hereto as Form B, and to submit the form via email to ContractUnitInfo@hcr.ny.gov with the subject line “Intent to Submit Proposal – Sustainability TA Services RFP”. The submission of the Intent to Submit Proposal form is not mandatory and, as such, is not binding in any way.
6. **Primary Contractor and Subcontractor(s) Team**

Proposers may partner with other entities including, but not limited to, MWBEs and SDVOBs, to provide the Agencies with the Scope of Work described in the Scope of Services section of this RFP. The successful Proposer must be the lead vendor (“**Primary Contractor**”) that will serve as the legal contracting entity with which the Agencies will enter into a contract. If the Proposal Submission includes Sustainability Services from any other participating vendors, it is understood that those vendors will serve as subcontractors to the Primary Contractor.

For purposes of evaluating Proposal Submissions and developing the intended agreement between the Agencies 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 Primary Contractor. All necessary communications will be directed to the Primary Contractor.

7. **Scope of Services (“Scope of Work”)**

The Scope of Work for successful Proposers may include, but is not limited to, supporting the administration of energy efficiency and building electrification housing programs and initiatives. Successful Proposers should be knowledgeable in sustainability work, energy efficiency and electrification measures. Successful Proposers shall be technologically proficient, able to adjust to varying workloads and modified assignments, and demonstrate a proven track record of achievement in the sustainable built environment space.

SVs on the Panel(s) will be called upon to address gaps in Sustainability Services, that may include, but are not limited to, providing additional capacity, when necessary, across the State. Proposers may submit a proposal to provide staff and expertise in one or more of the three Functional Areas listed below.

It is anticipated that some tasks may be delivered remotely from any location within the State, as defined in the Functional Area. The Agencies reserve the right to add specificity to the provisions of Functional Areas and specific tasks identified in the Scope of Work section of this RFP, by way of a mini-bid solicitation, as needs arise. In future assignments, successful Proposers (“Contractors”) will provide a not to exceed amount for cost of their services; however, the Agencies reserve the right to negotiate a lower fee.

**Minimum Qualifications.** Proposer must have at least one-year of relevant experience in the Functional Area(s) Proposer is seeking consideration together with possessing at least one of the preferred qualifications indicated in the Functional Area(s) that Proposer is applying. In addition, the Proposer must have completed, within the past five (5) years, at least one (1) engagement, comparable in nature, to the Function Area(s) that Proposer seeks consideration.
The Agencies preferred qualifications for the Scope of Work is three years of relevant experience in the Functional Area(s) that Proposer seeks consideration. Additional preferred qualifications are set forth in each Functional Area below.

Qualifications which include, but are not limited to, certification(s), accreditation(s) together with compliance to Federal and State terms and conditions not specified in this RFP, will be specified in future mini-bid processes.

Proposers must demonstrate that they have specialized knowledge and a readily available workforce that can be deployed on a temporary or permanent basis, as needed. Proposers should be able to mobilize quickly, as needs arise. Interested Proposers shall select the applicable regions and Functional Areas they are willing to serve by completing the Regional Checklist of this RFP, attached hereto as Attachment II.

7.1 **Functional Area: Training and Technical Assistance Services**

For the Training and Technical Assistance Services Functional Area, the Proposer shall have at least one or more staff with some or all the following preferred qualifications and/or certifications:

**Preferred Qualifications:**
- Direct experience with training, including curriculum development and participant engagement;
- Access to facility space for building system specific technical training (e.g., pressure house);
- Videography capabilities; and/or
- Minimum two (2) years of experience designing, sizing, or commissioning electric building systems (i.e., heat pumps).

**Preferred Certifications:**
- Current Occupational Safety and Health Administration (“OSHA”) 10-hour Training;
- Home Energy Rating System (“HERS”) Rater;
- Certified Commissioning Professional (“CCP”);
- Professional Engineering license (“P.E.”); and/or
- Certified Energy Manager (“CEM”).

The Agencies may need (collectively or individually) to engage SV(s) to assist the Agencies and their partners that may include, but are not limited to, the NYS market and other groups with Training and Technical Assistance Services in the areas listed below.

1. **Workforce Training** – successful Proposers shall provide various training support for installers, designers, engineers, and auditors who perform or provide services for high performance and/or electrification, or who wish to expand current offerings to include these services.
2. **Sustainability Training** – successful Proposers shall provide training to Agency and partner staff that may include, but are not limited to, (i) sustainable policies, (ii) high performance building certification programs, (iii) new technology innovation that can advance decarbonization goals, and (iv) other related sustainability training as may be required.

3. **Weatherization Assistance Program Technical Assistance Training** – successful Proposers shall provide training for Agency partners and subgrantees based on U.S. Department of Energy ("DOE") WAP requirements as well as similar HEAP and NYS weatherization scope program requirements that may include, but are not limited to, (i) providing training space for workforce training not limited to providing access to pressure houses and (ii) other related WAP technical assistance training as may be required.

4. **Electrification Design Training** – successful Proposers shall provide (i) training on electrification in existing buildings retrofits of all types (i.e. pre-war multifamily, modern 10+ stories, and single family); (ii) best practices on design review, design and equipment selection, installation techniques, startup requirements, and proper operation and maintenance; and (iii) other related electrification design training as may be required.

5. **Technical Assistance Consulting Services** – successful Proposers shall provide consulting services to the Agencies and partners on Federal and State Environmental programs, and rules and requirements that include, but are not limited to, (i) construction management services, (ii) technical plan reviews, (iii) environmental consulting for lead-based paint and asbestos hazards, and (iv) other related sustainability technical assistance consulting services as may be required.

6. **Quality Control and Assurance Technical Assistance Services** – successful Proposers shall provide field inspections or other forms of oversight and/or review that may be required to confirm work scope installations or other work scope items aligned with the program specifications and requirements. For engagements that require specific certification during a quality control inspection service, evidence of that particular certification (e.g. BPI certification, Green Home Rater, or others) may be required at the time of the mini-bid solicitation. Any minimum certification requirements will be included in the future mini-bid solicitation for specific engagement based on the specific program requirements.

7. Other related training and technical assistance services tasks as may be required by the Agencies from time to time.

**NOTE:** The above possible tasks do not represent an exhaustive list of all tasks under each subsequent engagement. The Agencies reserve the right to include similar and related tasks in future engagements.
7.2 Functional Area: Energy Auditing and Benchmarking Services

For the Energy Auditing and Benchmarking Services Functional Area, the Proposer shall have at least one or more staff with some or all the following preferred qualifications and/or certifications:

Preferred Qualifications:
- Direct experience with ASHRAE level energy audits;
- Experience with energy auditing software tools (e.g., TIPS, TREAT, Ea-Quip, eQuest);
- Experience with benchmarking software such as EPA Energy Star Portfolio Manager; and/or
- Experience managing and analyzing large datasets.

Preferred Certifications:
- Certified Energy Manager (“CEM”); and/or
- Certified Measurement and Verification Professional (“CMVP”).

Successful Proposers in this Functional Area may be asked to perform (i) energy auditing utilizing one of several pre-approved commonly relied upon software packages (ex. TIPS, TREAT, Ea-Quip, WUFI, eQUEST) and/or (ii) benchmarking services, for the Agencies’ (collectively or individually) multifamily and regulated housing portfolios and/or properties that receive funding from any of the Agencies.

Proposers can select one of the two areas listed below, or both. Energy auditing tasks may also be performed at work sites funded by the Agencies or properties where the Agencies are considering an investment.

A. Energy Auditing - possible tasks may include:

1. Collecting energy usage data from the Agencies’ multifamily and/or other identified portfolios and assisting in inputting data into the Energy Protection Agency (“EPA”) EnergyStar Portfolio Manager (“EPSM”) or other defined and agreed upon platform that provides year over year analysis with detail on usage type (such as, kwh, Btu’s, Therms, CO2);

2. Reviewing, analyzing and identifying trends in energy usage at a site to best determine scope of work for carbon and cost reduction;

3. On-site field visits to assess physical conditions of a property compared against energy performance. Preparing and providing scope of work recommendations to reduce energy burden, and/or reduce onsite carbon emissions. Utilizing requested software based on program area to determine savings to investments ratio or other qualifying eligible scope terms as defined in future solicitations; and

4. Other related energy auditing tasks as may be required by the Agencies from time to time.
B. **Benchmarking Services** may include:

1. Working with the Agencies and their partners on best practices for collecting energy and water data;

2. Providing or developing a data platform to store and manage utility data;

3. Supporting the management of the Agencies’ EPA ESPM account;

4. Providing individualized annual energy reports to the Agency and property sites and/or portfolios, as requested;

5. Providing or developing a data platform that can automatically collect energy usage data from utility companies;

6. Providing or developing a data platform that provides performance statistics at various levels and can produce custom reports; and

7. Other related benchmarking services tasks as may be required by the Agencies from time to time.

**NOTE:** The above possible tasks do not represent an exhaustive list of all tasks under each subsequent engagement. The Agencies reserve the right to include similar and related tasks in future engagements.

### 7.3 Functional Area: Program and Policy Design, Development, Review and Analysis Services

For the Program and Policy Design, Development, Review, and Analysis Functional Area, the Proposer shall have at least one or more staff with some or all the following preferred qualifications and/or certifications:

**Preferred Qualifications:**

- Minimum 2 years of experience in sustainability or decarbonization program design, implementation, or management;

- Direct experience with the design, construction, development, or financing of affordable housing.

The Agencies may need (collectively or individually) to engage with SV(s) to assist in policy design and program development to deploy stimulus funds or to aid in reaching Federal and State sustainability and energy efficiency goals. These services shall include, but are not limited to, the tasks indicated below.

1. Data compilation, review and analysis which may include, but is not limited to, analyzing program performance, creating a white paper or case study, and/or leveraging programmatic data
to provide insight on performance impact.

2. Consulting on policy development.

3. Drafting term sheets, solicitation documents (including, but not limited to, Notices of Funding Availability), program policy documents.

4. Review and evaluate programs’ performances, cost expenditure patterns, communities served, and provide outcomes and reports for the Agencies.

5. Analyze and document current program operations and propose operations re-designs to increase efficiency and advance sustainability and preservation goals.

6. Support the Agencies with program administration which may include, but is not limited to, program manual drafting based on Agency direction, budget tracking, form development, and process management.

7. Program delivery. Provide origination and construction loan servicing support, underwriting, loan servicing, and reporting back on all activities as required by the Agencies.

8. Other related tasks as may be required by the Agencies from time to time.

NOTE: The above possible tasks do not represent an exhaustive list of all tasks under each subsequent engagement. The Agencies reserve the right to include similar and related tasks in future engagements.

7.4 Deliverables, Reports, Schedule/Milestones, Terms and Conditions, Acceptance and Sign-off

Each engagement for award will result from either by (i) assignment by lowest fixed rate bidder (ii) an Agency mini-bid to all SVs on the prequalified list of SVs for each Functional Area solicited, in accordance with Section 2.2 of this RFP titled “Assignment of Work.” The mini-bid solicitation will include specific details relating to the engagement together with deliverables, reporting requirements, schedule/milestones, certifications, accreditations, etc. (if any), terms and conditions and engagement Agency acceptance and sign-off. Please note that specific details may vary among mini-bid solicitations in accordance with the specifications of the project.

8. Contents of Proposals

A complete proposal for this RFP is comprised of five (5) separate tabs: (i) Tab One: Application Cover Sheet, Cover Letter and Proposal Certification and Regional Checklist; (ii) Tab Two: Technical Proposal; (iii) Tab Three: Cost Proposal; (iv) Tab Four: Administrative Proposal; and (v) Tab Five: Diversity, Equal Employment Opportunity (“EEO”) and SDVOB Proposal.
The Proposal must be complete and prepared in the format consistent with the instructions provided in this RFP. In all instances, the Agencies’ determination regarding a proposal will be final. Proposals not organized in the manner prescribed in this RFP may be considered non-responsive at the Agencies’ sole discretion. Proposers should not refer to other parts of the proposal, to information that may be publicly available elsewhere, or to the Proposer’s or other websites in lieu of answering a specific question.

The Proposer must submit a proposal that clearly provides all the information required in this RFP. Emphasis should be made on conformance to the RFP instructions, responsiveness to the RFP requirements, and clarity of content. The Proposer is advised to thoroughly read and follow all instructions contained in this RFP. Proposals that do not comply with these instructions, or 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.

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

The completed proposal will include Tabs One through Five, as described in the Proposal Submission Instructions section of this RFP. Each Tab must be bookmarked as “Tab 1,” “Tab 2,” “Tab 3,” “Tab 4,” and “Tab 5” and must be presented in the exact order requested in this RFP. The content in Tab 2 must be limited to ten (10) letter-size pages (single spaced, minimum 12-point font, and at least one-inch margins) for each Functional Area Proposer seeks consideration (e.g., 10 page limit for one Functional Area, 20 page limit for two Functional Areas, 30 page limit for three Functional Areas). The ten-page limit in Tab 2 does not include resumes, organizational chart, graphic charts, diagrams, flow charts, etc. The proposal must include a table of contents that clearly identifies the location of all material within the Proposal Submission by Tab, Section and Page number.

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

The Proposer shall submit, as part of its Proposal Submission, the Proposal Coversheet, Cover Letter and Proposal Submission Certification (collectively titled as “Attachment I” of Tab 1) as outlined in this RFP. Please note that the Cover Letter includes completion of Attachment II, Regional Checklist.

8.1.1 Proposal Coversheet

The Proposer shall complete and submit a Proposal Coversheet which contains identifying information for the firm. The Coversheet must be submitted utilizing the template provided in Attachment I.
8.1.2 Cover Letter with Executive Summary (3 pages)

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

A. The Proposer’s name, address, telephone number, fax number, email address and web site address, if applicable;

B. The name, title, telephone number, fax number and email address of the individual within the Proposer’s organization who will be the Agencies’ primary contact concerning the proposal;

C. A summary of the Proposer’s organizational history, legal structure (e.g. corporation, State of incorporation, MWBE and/or SDVOB certification status, etc.) and include a statement confirming that the vendor is registered to do business in the State;

D. The location of the Proposer’s main business office. If there are other locations of the Proposer that may be involved in future projects, identify those other location(s) and include names/telephone numbers/email addresses of contact persons in those locations;

E. Indicate each Functional Area the Proposer is applying by completing the Regional Checklist in Attachment II and attaching Attachment II to the cover. If applying for more than one Functional Area, and if the Regions(s) proposer/bidder is willing to serve varies from one Functional Area to another, then proposer/bidder should complete the Regional Checklist for each Functional Area that they apply.

F. A detailed summary describing how your firm meets the Minimum Qualifications specified in the Scope of Services section of this RFP;

G. A statement affirming the number of relevant years of experience possessed by the Proposer for each Functional Area that the Proposer seeks consideration; AND indicate at least one engagement completed within the past five (5) years, comparable in nature, for each Functional Area that Proposer is applying;

H. Indicate whether the Proposer will be subcontracting with a MWBE and/or SDVOB, and if so, provide the name of the MWBE and SDVOB entity(ies) and principals(s); if the Proposer will not be subcontracting/partnering with an MWBE and/or SDVOB, indicate the reason why there are no subcontracting/partnering opportunities for the services described in the Scope of Work section of this RFP; and

I. For each Functional Area Proposer seeks consideration, provide the name(s)/roles of the primary staff who will provide services to the Agency should the Proposer be selected as the successful Proposer.
8.1.3 Proposal Certification

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

8.2 TAB 2: Technical Proposal (10-page limit for each Functional Area Proposer seeks consideration)

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

The purpose of the Technical Proposal is to provide the Proposer an opportunity to demonstrate its qualifications, experience, competence and capacity to undertake the services described in the Scope of Services section of this RFP, in a manner which complies with the requirements of this RFP. Proposals must specifically detail a Proposer’s qualifications and experience in providing the services sought by the Agency. The Technical Proposal may not exceed the 10-page limit for each Functional Area Proposer seeks consideration (excluding resumes, charts and additional attachments). The Technical Proposal must include responses to the items listed below.

**Please note, in the Technical Proposal, Proposers must NOT include any information related to cost or the amount proposed for Sustainability Services.**

8.2.1 Experience and Qualifications of the Proposer

The Proposer must complete the “Proposer Experience Addendum” Tab attached hereto as Attachment III of the RFP. Proposers shall only list experience that is relevant to this RFP. Attachment III is not included in the 10-page limit for each Functional Area Proposer seeks consideration.

“Relevant experience” is defined as current or prior contractual engagements, within the past five (5) years, on behalf of a Proposer client, that Proposer performed services that are the same or similar for each Functional Area that Proposer seeks consideration.

An “engagement” is defined as a single, previous (within the past 5 years) or current contract (including contract renewals, if any) to perform services. In Attachment III, the Proposer must fill in all of the relevant fields highlighted in green for each engagement, including the field requesting a short description. If more space is needed, the Proposer may also attach up to three (3) additional pages to the Proposal Narrative (see below 8.2.2), not included in the 10-page limit for each Functional Area Proposer seeks consideration for the Technical Proposal, specifically to elaborate on descriptions of engagements listed in Attachment III. These pages must be labeled “Proposer Experience Addendum,”
and must be in the same format as the Proposal Narrative (“Narrative”- see Section 8.2.2 below). The description for each engagement must include:

1. a description of demonstrated experience for the services successfully provided in the scope of services to Proposer client(s) together with additional related tasks that may not be indicated in the scope of services together with hyperlinks to relevant products and when the work was performed;

2. a list of any monitoring issues, audit findings, or findings of contract nonperformance related to the work as determined by either the contracting entity, U.S. Department of Housing and Urban Development (“HUD”), the HUD Inspector General, Department of Energy (“DOE”), or another federal, state (such as NYSERDA or NYS Office of State Comptroller) or local entity providing oversight within the last five years;

3. an explanation as to why/how the work is relevant to the Functional Area(s) described in the Scope of Services section in this RFP;

4. any Key Performance Indicators (“KPIs”) used to measure success, and whether the performance targets were met; and

5. a description of any innovative technology solutions or other best practices to be provided together with hyperlinks to relevant products utilized by the Proposer that might be relevant to the Functional Area(s) described in the Scope of Services section of this RFP.

### 8.2.2 Proposal Narrative

The Proposer must provide a detailed written Narrative explaining why Proposer is qualified to deliver the tasks in each Functional Area for which it is applying, and how Proposer will deliver those services if asked. The Narrative should include the following items for each Functional Area proposed:

1. an explanation of the methodology, strategy, and workflow that will be utilized together with any procedures to ensure compliance with federal or state requirements where applicable;

2. the county/ies where the applicant will not be able to serve;

3. a description of the roles for the staff members listed in the “Staffing Plan” in Attachment IV;

4. a plan for communication and measuring contract performance;

5. any tasks listed within the Functional Area that the Proposer is NOT capable of providing;

6. the required lead-time the Proposer would need to begin an engagement after a specific solicitation is released and tentative award is made; and
7. any maximum or minimum volume requirements the Proposer would have in providing the service(s).

8.2.3 Staffing Plan

The Proposer must complete the Staffing Plan attached to this RFP as Attachment IV. The Proposer must list all staff who will be made available and include: (i) percentage of dedicated staff time to future solicitations for each Functional Area that Proposer is applying; (ii) their area(s) of expertise; and (iii) a brief description of their background(s). Resumes for each person listed should be attached. Attachment IV and resumes are not part of the 10-page limit for each Functional Area Proposer seeks consideration.

8.3 TAB 3: FORM A: Cost Proposal Form (Budget)

The Proposer must complete the Cost Proposal Tab, attached hereto as Attachment V, RFP Forms A.1, A.2 & A.3 of the RFP, inserting a fixed fee on a per unit basis for each Functional Area within the Scope of Work for which they intend to bid. The Cost Proposal contemplates a 10-year term for contracts; however, prior to the execution of awarded contracts, the Agencies reserve the right to indicate a pricing escalator, such as a capped Consumer Price Index increase, that will be applied for years six to ten of the contract.

Proposers must follow the instructions for pricing in each Functional Area. The Agencies reserve the right to negotiate a lower fee with the successful Proposers.

All fees should be inclusive of minimal travel. For engagements that exceed a roundtrip of 100 miles (to and from the engagement location and the Proposer’s office), the Agencies will provide SVs reimbursement for travel, with Agency approval, for travel rates which exceed the per diem rates outlined in the OSC Travel Manual (“State Travel Guidelines”), hyperlinked herein. All rules and regulations associated with this travel can be found within the OSC Travel Manual.

The SV shall request prior written approval from the Agency for any travel that occurs during the term of the Contract. The Contractor is responsible for keeping adequate records to substantiate any claims for reimbursement, by personnel for travel in performance of the services.

8.3.1 Hourly Rate Costs and Flat Rate Costs

For each Functional Area that the Proposer seeks consideration, the Proposer must provide an hourly rate for each staffing role set forth in RFP Forms A.1, A.2 & A.3 of Attachment V and Attachment IV. Each hourly not to exceed rate will apply to whichever Functional Area(s) the Proposer is proposing to provide, and should be comprehensive of all employee-related costs including, but not limited to, salary, fringe benefits, facility costs, etc.
Additionally, a flat fixed rate should be submitted for (a) per day or per hour training & technical assistance services for onsite, webinar and other, (b) inspection fees, (c) a per building energy audit, and (d) annual benchmarking services per building, where appropriate, when applying. The per unit flat fixed rate tables are listed below for the Training and Technical Assistance Functional Area and the Energy Audits and Energy Benchmarking Functional Area.

**Training and Technical Assurances Flat Fixed Rates, Attachment V, RFP Form A.1**

<table>
<thead>
<tr>
<th>Training</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 day onsite technical workshop training</td>
</tr>
<tr>
<td>1-2-hour webinar training series (virtual)</td>
</tr>
<tr>
<td>3-5-hour webinar training series (virtual)</td>
</tr>
<tr>
<td>2 day onsite technical workshop training</td>
</tr>
<tr>
<td>5 day onsite technical workshop training (a series, not in one week)</td>
</tr>
</tbody>
</table>

**QCI Inspection Services**

| Annual/Initial Inspection Fee |
| Re-inspection Fee |
| Emergency Inspection Fee |
| No-show Inspection Fee |

**Energy Audit and Benchmarking Flat Fixed Rates, Attachment V, RFP Form A.2**

<table>
<thead>
<tr>
<th>Energy Audits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4-unit homes</td>
</tr>
<tr>
<td>5- 49-unit multifamily properties (low-rise [6 stories or less] building)</td>
</tr>
<tr>
<td>5- 49-unit multifamily property (high-rise [7 stories or more] building)</td>
</tr>
<tr>
<td>50-149-unit multifamily properties (low-rise [6 stories or less] building)</td>
</tr>
<tr>
<td>50-149-unit multifamily properties (high-rise [7 stories or more] building)</td>
</tr>
<tr>
<td>150+ unit multifamily property (high-rise [7 stories or more] building)</td>
</tr>
</tbody>
</table>
150+ unit multifamily property (low-rise [6 stories or less] building, possibly multiple buildings within development)

<table>
<thead>
<tr>
<th>Energy Benchmarking Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-4-unit single family property</td>
</tr>
<tr>
<td>5-49 unit property (or less than 25k SF)</td>
</tr>
<tr>
<td>50-149 unit property (or between 25k SF-100 SF)</td>
</tr>
<tr>
<td>150+ unit property (or over 100k SF)</td>
</tr>
</tbody>
</table>

Please note that it is possible that a project may be awarded on the basis of (i) a flat fixed rate(s), (ii) an hourly not-to-exceed rates or (iii) both flat fixed rate(s) and hourly not-to-exceed rates. Projects that include hourly not-to-exceed rates OR both flat fixed rates and hourly not-to-exceed rates will be awarded by way of a mini-bid process.

For each Functional Area, listed below are the descriptions of roles that include an hourly not-to-exceed rate.

1. Attachment V, RFP Form A.1: Training and Technical Assistance Hourly Not-to-Exceed Rate Roles

   a) Workforce Trainer(s) – This may include, but is not limited to, (i) the provision of various training support for installers, designers, engineers, and auditors who perform or provide services for high performance and/or electrification, or who wish to expand current offerings to includes these services, and (ii) other related tasks, duties, and training, as may be requested.

   b) Sustainability Trainer(s) – This may include, but is not limited to, (i) the provision of training to Agency and partner staff on sustainability policies, high performance building certification programs, and new technology innovation that can advance decarbonization goals and (ii) other related tasks, duties, and training, as may be requested.

   c) Weatherization Assistance Program Technical Assistance Trainer(s) – This may include, but is not limited to, (i) the provision of training to Agency partners and subgrantees based on U.S. Department of Energy WAP requirements as well as HEAP and New York State weatherization scope program requirements that may include providing training space for workforce training not limited to providing access to pressure houses, and (ii) other related tasks, duties and training, as may be requested.

   d) Electrification Design Trainer(s) – this may include, but is not limited to, (i) training on electrification in existing buildings retrofits of all types (i.e., pre-war multifamily, modern 10+
stories, and single family), (ii) best practices on design review, design and equipment selection, installation techniques, startup requirements, and proper operation and maintenance, and (iii) other related tasks and duties, as may be requested.

e) Technical Assistance Consultant(s) – this may include, but is not limited to, construction management services, technical plan reviews, and environmental consulting for lead-based paint and asbestos hazards and (ii) other related tasks and duties, as may be requested.

f) Quality Control and Assurance Technical Assistance Specialist(s) – this may include, but is not limited to, (i) field inspections or other forms of oversight and/or review that may be required to confirm work scope installations or other work scope items aligned with the program specifications and requirements, and (ii) other related tasks and duties, as may be requested.

2. Attachment V, RFP Form A.2: Energy Audit and Benchmarking Hourly Not-to-Exceed Rate Roles

a) Administrative staffer(s) – This may include, but is not limited to, staff (i) collecting data, (ii) entering data, (iii) scanning documents, (iv) making copies, (v) answering phones, (vi) replying to basic inquiries, and (vii) other related tasks and duties, as may be required.

b) Engineer(s)/Architect(s) (provide blended rate if more than one person) – This may include, but is not limited to, staff that (i) review or perform onsite inspections, off site project review, specific energy reduction or decarbonization design, (ii) preparing and providing scope of work recommendations to reduce energy burden and/or reduce onsite carbon emissions, (iii) utilizing software to determine savings to investments ration or other qualifying eligible scope of terms, and (iv) other related tasks and duties, as may be required.

c) Data Analyst(s) - This may include, but is not limited to, staff that (i) review, analyze and identify trends in energy usage for carbon and cost reduction and (ii) other related tasks and duties, as may be required.

d) Program Manager(s), Energy Sustainability - This may include, but is not limited to, (i) managing a program team focused on connecting homeowners to energy resources and wrap-around services for programs as needed, (ii) maintaining knowledge of clean energy opportunities and wrap-around services available to homeowners, (iii) supporting overall project management, (iv) managing internal team and subcontractors to ensure quarterly targets are met, including preparing and leading regular check-in meetings, soliciting feedback, and addressing program partner concerns in a collaborative manner, (v) managing program documentation, including updates to the program standard operating procedures, external documentation, and issues tracking, (vi) ensuring data integrity in data tracking systems, (vii) managing individual case escalations, including coordination with applicants together with internal and external program staff, (viii) troubleshooting and leading in proposing solutions to programmatic issues, including data systems, program processes, operations, and policies, (ix) liaising with program
funders, including attending meetings, preparing memorandum and other communications to report on progress against targets, issues, and proposed resolutions, and (x) other related tasks and duties, as may be required.

e) **Sustainability Project Manager(s)** – This may include, but is not limited to, (i) managing projects with sustainability and energy efficiency scope of work including client/consultant coordination and correspondence, (ii) handling all aspects of project scope of work and overseeing completion within schedule and budget, (iii) providing documentation and program compliance support for projects targeting energy efficiency and green building certifications ENERGY STAR and other State and federal funded incentive programs, (iv) performing energy modeling on a wide range of software applications/tools and reviewing construction drawings/submittals for compliance with program requirements, (v) providing facilitation and support services to senior staff in developing reports, performing energy modeling, conducting analytical calculations, and other tasks as required, (vi) performing field verification/diagnostic testing/inspections on multifamily buildings, and (vii) other related tasks and duties, as may be required.

f) **Delivery Support Services Specialist(s)** – This may include, but is not limited to, (i) working with the Agencies and their partners on best practices for connecting energy and water data, (ii) providing individualized annual energy reports to the Agency and property sites and/or portfolios, and (iii) other related tasks and duties, as may be required.

g) **Sustainability Specialist(s)** – This may include, but is not limited to, providing or developing a data platform that may include support and maintenance (i) to store and manage utility data, (ii) that can automatically collect energy usage data from utility companies together with other related data, (iii) that provides performance statistics at various levels and can produce custom reports (iv) that has the ability to integrate with other systems, (v) that has the ability to incorporate system updates together with support and maintenance, and (vi) other related tasks and duties, as may be required.

h) **Support Specialist(s)** – This may include, but is not limited to (i) supporting the management of the Agencies’ EPA ESPM account, providing and (ii) other related tasks and duties, as may be required.

i) **Energy Auditor(s)** – This may include, but is not limited to, (i) execution and delivery of energy auditing tasks, (ii) performing engineering analyses, modeling, and calculations to support execution and delivery of feasibility studies, energy audits, sustainability plans, and detailed designs, (iii) ongoing implementation of high technical standards for excellence in service delivery. Standards are to align with Agency practices and industry best practices, (iv) gather information; evaluate, analyze, and support visualization of energy use data; complete energy efficiency, distributed generation, and alternative energy calculations; complete building and system modeling; complete technical and financial calculations, (v) coordinate field activities...
associated with clean energy projects including energy audits, lighting inventories, implementation oversight, and measurement and verification, (vi) correspond with Agency task managers, project managers, project teams, and clients, (vii) provide technical and business recommendations to the Agency, (vii) manage project schedule and budget, and (viii) other related tasks and duties, as may be required.

3. Attachment V, RFP Form A.3: Program and Policy Design, Development, Review and Analysis Services Hourly Not-to-Exceed Rate Roles

a) Administrative staffer(s) – This may include, but is not limited to, staff (i) accepting applications, (ii) entering data, (iii) scanning documents, (iv) making copies, (v) answering phones, (vi) replying to basic inquiries, and (vii) other related tasks and duties, as may be required.

b) Data Analyst(s) - This may include, but is not limited to, staff that (i) enters and/or analyzes data and creates studies to provide insight on performance impact, etc., (ii) reviews and evaluates programs’ performances, cost expenditure patterns, communities served and provides outcomes and reports, (iii) analyzes and documents current program operations together with proposing operation re-designs to increase efficiency and advance sustainability and preservation goals, and (iv) other related tasks and duties, as may be required.

c) Project Manager(s) – This may include, but is not limited to, (i) managing the design/policy team, (ii) handling all aspects of project scope of work and overseeing completion within schedule and budget, (iii) providing documentation and program compliance support for projects, (iv) providing facilitation and support services to senior staff in developing reports, policies, designs to deploy stimulus funds or to aid in reaching federal and State sustainability and energy efficiency goals, and (v) and other related tasks and duties, as may be required.

d) Policy Design and Program Development Consultant(s) – This may include, but is not limited to, consultant services relating to (i) policy design and program development to deploy stimulus funds or to aid in reaching federal and State sustainability and energy efficiency goals, (ii) drafting term sheets, solicitation documents (including, but not limited to, Notices of Funding Availability) and program policy documents, and (ii) other related tasks and duties, as may be required.

e) Delivery Support Services Specialist(s) – This may include, but is not limited to, (i) providing origination and construction loans servicing support, underwriting, loan servicing and reporting back on all activities, and (ii) other related tasks and duties, as may be required.

f) Administration Support Services Specialist(s) - this may include, but is not limited to, (i) program manual drafting, (ii) budget tracking, (iii) form development, (iv) process management, and (v) other related tasks and duties, as may be required.
8.4 TAB 4: Administrative Proposal

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

8.4.1 General Forms

(i) RFP Form A is not applicable to this RFP process – Cost Proposal Form – see Section 8.3 of the RFP titled “TAB 3: FORM A: Cost Proposal Form (Budget)”.

(ii) Intent to Submit Proposal Form, attached hereto as RFP Form B (non-mandatory form).

(iii) Non-Collusive Bidding Certification Form, attached hereto as RFP Form C and hyperlinked herein.

(iv) Vendor Information Form, attached hereto as RFP Form D and hyperlinked herein.

(v) Iran Divestment Act Certification, attached hereto as RFP Form E.

(vi) RFP Form F, ST-220-CA is NOT required for submission of proposals; however, Form F will be required for proposers awarded a contract(s).

(vii) Procurement Lobbying Provision Forms, attached hereto collectively as RFP Form G (the Proposer’s Affirmation of Understanding of Agreement and Certification of Compliance and Disclosure of Prior Non-Responsibility Determinations hereinafter collectively referred to as, the “Lobbying Forms”).

(viii) Vendor Responsibility Questionnaire (“VRQ Questionnaire”). If the Proposer submits the VRQ Questionnaire electronically (“VendRep Questionnaire”), a Proposer may do so in the OSC online VendRep System, hyperlinked herein. Proposal Submission Instructions for submitting the VendRep Questionnaire are provided in Section 17.3 of this RFP. Proposers electing to submit a VendRep Questionnaire must include an affirmative statement of the foregoing within its Proposal Submission, citing its New York State Vendor Identification Number and the date of its certification. Alternatively, if the Proposer does not wish to file the VRQ Questionnaire electronically, an original signed and notarized paper version of the Vendor Responsibility Questionnaire for For-Profit Business Entity, attached hereto as RFP Form H.1 or the Vendor Responsibility Questionnaire for Non-Profit Business Entity, attached hereto as RFP Form H.2 must be included within its Proposal Submission. All questionnaires must be certified within six (6) months of the Proposal Submission Deadline indicated in the Calendar of Events and Milestones section of this RFP. Proposed subcontractors of the Proposer with subcontracts valued at $100,000 or more are also required to submit a certified Vendor Responsibility Questionnaire as outlined herein.
(ix) **RFP Form I.1, NYS Consultant Services Initial Planned Employment Form A, and RFP Form I.2, NYS Consultant Services Contractors Annual Report Form B,** are NOT required for submission of proposals; however, Form I.1 will be required for proposers awarded a contract(s) and Form I.2 will be applicable to proposers awarded a contract(s).

### 8.4.2 Disclosures, Licenses and Evidence of Insurance

(i) **Financial Disclosures.** Proposer’s most recent two years of audited financial statements or federal tax returns to be provided as RFP Form J.

(ii) **Vendor Assurance of No Conflict of Interest and Detrimental Effect,** complete RFP Form K attached hereto and hyperlinked herein.

(iii) **RFP Form L,** evidence of Licensure and/or Certifications, if applicable.

(iv) **Sexual Harassment Prevention Policy Certification.** Provide your firm’s statement / certification in the form attached hereto as RFP Form M.

(v) **Certification Prohibiting State Agencies & Authorities from Contracting with Businesses Conducting Business in Russia under NYS Executive Order No. 16,** attached hereto as RFP Form N and hyperlinked herein.

(vi) **Minimum Insurance Requirements.** *(required prior to contract execution)*

The successful Proposer(s) (“**Contractor(s)**”) 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 must be maintained with insurance companies licensed within the State of New York and holding an AM Best rating of no less than A-VIII. In addition, companies writing insurance intended to comply with the requirements should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. The Agencies may, in their sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (“**ELANY**”) affidavit or other documents demonstrating the company’s strong financial rating. If, during the term of a policy, the carrier’s A.M. Best rating falls below “A-,” Class “VII,” the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.
Contractors shall deliver to the Agencies evidence of the insurance required by the Contract(s) resulting from this RFP process in a form satisfactory to the Agencies. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by the Agencies do not, and shall not be construed to relieve the Contractor of any obligations, responsibilities or liabilities under the resulting Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

The Contractor shall provide the Agencies with a Certificate or Certificates of Insurance, in a form satisfactory to the Agencies as detailed below. For DHCR, certificates shall name the New York State Division of Housing and Community Renewal, 38-40 State Street, Albany, NY 12207 as the certificate holder. For HTFC, certificates shall name the Housing Trust Fund Corporation, 38-40 State Street, Albany, NY 12207 as the certificate holder. For HFA, certificates shall name the New York State Housing Finance Agency, 641 Lexington Avenue, 5th Floor, New York, NY 10022 as the certificate holder. Within 30 business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide the Agencies with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of the Contract(s) resulting from this RFP process.

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

Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required herein and maintain the same in force during the term of any work performed by that Subcontractor, unless otherwise approved by the Agencies. The Agencies reserve the right to set minimum insurance limits in any subcontracting agreement between the Primary Contractor and its subcontractor(s). An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and shall be provided to the Agencies upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.
Commercial general liability and business automobile liability insurance policies shall provide that the required coverage be primary and non-contributory to other insurance available to the Agencies and its officers, agents, and employees. Any other insurance maintained by the Agencies and its officers, agents, and employees shall be excess of and shall not contribute with the Contractor’s insurance.

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

Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in the Contract(s) resulting from this RFP process shall be delivered to the Agencies. If, at any time during the term of the Contract(s), the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract(s), or proof thereof is not provided to the Agencies, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by the Agencies.

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

1.1.1 Commercial General Liability Insurance, including Contractual Liability of liability of no less than One Million U.S. Dollars ($1,000,000) per occurrence, Two Million Dollars U.S. Dollars ($2,000,000) aggregate and Products and Completed Operations. The limits of liability may be provided in a combination of a Commercial General Liability policy and Umbrella Liability policy, which is written on a no less than follow form basis. The policy should be written on the current edition of ISO occurrence form CG 00 01, or its equivalent, and must not include any exclusions or limitations other than those incorporated in the standard form.

The Contractor shall include coverage for on-going work and operations naming as additional insureds (via ISO coverage forms CG 20 10 04 13 or CG 20 38 04 13, or a form or forms that provide equivalent coverage): (a) if for DHCR, the New York State Division of Housing and Community Renewal, its Affiliates
and their officers, agents, and employees; (b) if for HTFC, the Housing Trust Fund Corporation, its Affiliates and their officers, agents, and employees; and (c) if for HFA, the New York State Housing Finance Agency, its Affiliates and their officers, agents and employees. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insured, in the same manner that the Contractor would have been required had the Contractor obtained such insurance policies.

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by the Contract.

1.1.2 **Data Breach and Privacy/Cyber Liability Insurance**, in an amount not less than One Million U.S. Dollars ($1,000,000) each claim, Contractors are required to maintain coverage during the term of the Contract(s) and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor’s computer systems due to the actions of the Contractor which results in unauthorized access of the data. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies.

Said insurance shall provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of customer’s property including, but not limited to, money and securities.
If the policy is written on a claims made basis, the Contractor must submit to the Agencies 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 (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

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

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

1.1.4 *Automobile Liability*, such insurance shall cover liability arising out of an automobile used in connection with performance under the Contract including owned, leased, hired and non-owned automobiles bearing, or under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear license plates in the amount not less than One Million U.S. Dollars ($1,000,000) per accident.

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

Proof of Compliance with Workers’ Compensation Coverage Requirements:

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

Proof of Compliance with Disability Benefits Coverage Requirements:

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

8.5  TAB 5: Diversity and SDVOB Proposal

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

8.5.1  General Forms

(i)  Equal Employment Opportunity Staffing Plan, PROC-1 form, attached hereto as RFP Form O and hyperlinked herein:

(ii) Utilization Plan, PROC-2 form, attached hereto as RFP Form P and hyperlinked herein; the PROC-2 form may also be downloaded in Excel format at the following web address:


Note that a completed PROC-2 form is not required to be included in the submission of Tab 5 documents; however, a PROC-2 form will be required for engagements assigned to SVs by the Agencies.

(iii) If applicable, Request for Waiver Form, PROC-3 form, attached hereto as RFP Form Q and hyperlinked herein;


(v)  Company Demographic Profile, PROC-7 form, attached hereto as RFP Form S and hyperlinked herein.

(vi) EEOC Statement, PROC-8 form, attached hereto as RFP Form T and hyperlinked herein. Please note that completion of the PROC-8 form is applicable to Proposers with 15 or more employees.

(vii) Diversity Practices Questionnaire, attached hereto as RFP Form U and hyperlinked herein.

9.  Proposal Submission Instructions

A complete proposal for this RFP is comprised of five (5) separate tabs: (i) Tab One: Application Coversheet, Cover Letter and Proposal Certification (includes completion of Attachments I and II); (ii) Tab Two: Proposal Narrative (includes completion of Attachments III and IV); (iii) Tab Three: Cost Proposal (includes completion of Attachment V); (iv) Tab Four: Administrative Proposal and (v) Tab Five: Diversity and SDVOB Proposal.
Electronic Proposal Submissions must be bookmarked and submitted by email, in three parts, by the Proposal Submission Deadline indicated in the Calendar of Events and Milestones section of this RFP to Nyhomes.proposal@hcr.ny.gov, in searchable Portable Document Format (“PDF”) compatible with Adobe Reader XI, version 11.0.4. The Agencies will not accept discs, flash drives or FTP file references that require the Agencies to download information from the Proposer’s, or third party’s website. If the file is large, it may be submitted in multiple email attachments, with the proper Part One or Part Two or Part III label (if applicable) and “1 of X”, “2 of X”, etc., and the last email as “X of X – Final” for each additional email. This is the only acceptable form of e-delivery.

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

A. **Part I** shall include two attachments, Tabs 1 and 2 of the proposal, and the subject line of the email for this section must be labeled: “2023 Sustainability RFP – Part I, Tabs 1 and 2”.

B. **Part II** shall include one attachment, Tab 3 of the proposal (i.e., the Cost Proposal), and the subject line of the email for this section must be labeled: “2023 Sustainability RFP – Part II, Tab 3”.

C. **Part III** shall include two attachments, Tabs 4 and 5 of the proposal, and the subject line of the email for this section must be labeled: “2023 Sustainability RFP – Part III, Tabs 4 and 5”.

**Original sealed proposals are not required and the receipt of timely electronic proposals shall satisfy bid opening requirements.** Any proposal received after the Proposal Submission Deadline indicated in the Calendar of Events and Milestones section of this RFP may not be considered for award. The Proposer submitting a proposal assumes all risks associated with delivery. The determination of whether any proposal was received on time is at the sole discretion of the Agencies. All proposals and accompanying documentation become the property of the State of New York and will not be returned. The Agencies reserve the right to use any portion of the Proposer’s proposal not specifically noted as proprietary.

**10. Proposer Inquiries/Revisions to this RFP**

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

Questions will not be accepted orally, and any question received after the deadline may not be answered. The comprehensive list of questions/requests for clarifications and the official Agency responses will be posted to HCR’s website.
In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by addendum and posted to the Agencies’ website at https://hcr.ny.gov/procurement-opportunities. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP process.

Furthermore, a Proposer who discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, should immediately notify the Agencies of such error and request clarification or modification to the document. Any Agency modification to the RFP, prior to the deadline for submission of proposals, shall be made by addendum.

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

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

### 11. Evaluation and Selection Process

#### 11.1 Evaluation Process

This RFP seeks to make multiple contract awards, and in doing so, to establish three Panels of SVs to perform Sustainability Services for each Functional Area outlined in the Scope of Services section of this RFP. Contracts resulting from this RFP process will be established as umbrella contracts (or backdrop contracts) that will cover each of the Functional Areas defined in the Scope of Work section of this RFP. While the method of award for future engagements (i.e., projects) will vary based on the nature of the project, awards for future engagements will be based on the options outlined in this RFP since multiple methods of award will be possible.

The Agencies expect to award contracts to the highest scoring best value Proposers in each Functional Area with a composite score of 65 points or more. Future projects will be awarded and then by each Region (i.e., Upstate Region or Downstate Region) in accordance with Section 2.2 of this RFP. The evaluation of proposals shall be based on the “Best Value” concept. The proposal which “optimizes quality, cost, and efficiency” among the responsive and responsible Proposers with a composite score of 65 points or more will be selected for award of a backdrop contract.

The Agencies may deem a proposal non-responsive and disqualify a Proposer, if any of the required forms, information or other documentation are missing or incomplete. The Agencies reserve the right, in their sole judgment, to disregard any apparent errors in a proposal that they deem insignificant.
During the evaluation process, the Agencies may require information from a Proposer. If specific sections of the written proposal require clarification, the Agencies will identify the section(s) and information requested in writing. The Proposer should respond by the deadline stated in the correspondence. In addition, the Agencies may use the proposal, information obtained through any interviews, and the Agencies’ own investigation of a Proposer’s qualifications, experience, ability or financial standing, and any other material or information submitted by the Proposer in the course of the evaluation and selection under this RFP. The Agencies reserve the right to contact other sources not necessarily identified in the proposal to obtain information.

11.2 Scoring and Evaluation

11.2.1 Technical Proposal Evaluation – 70 Points

The Agencies’ Review Committee (“Committee”) will independently score each Technical Proposal to identify Proposers with the highest probability of satisfactorily providing the services described in the Scope of Services of this RFP. Evaluations will be based on the Proposer’s demonstration of its ability to provide the services described in the Scope of Work section of this RFP.

11.2.2 Cost Proposal – 25 Points

The Agencies’ Contract Unit will examine the Cost Proposal documents and review them for responsiveness to cost requirements. If a Cost Proposal is found to be non-responsive, that proposal may be eliminated from consideration. All complete, responsive proposals will receive a cost score. Cost proposals will be evaluated on a pre-determined formula using the Proposer’s proposed Rate(s). The maximum score (25 points) will be allocated to the proposal with the lowest cost according to this formula. All other proposals will receive a proportionate score to the proposal with the lowest cost, according to the following formula:

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

11.2.3 MWBE and EEO Scoring – 5 Points

The Agencies’ Office of Economic Opportunity & Partnership Development (“OEOPD”) will examine the MWBE documents and review them for responsiveness to MWBE and OSC requirements. Proposals that have identified MBEs, WBEs or MWBEs as the Proposer to meet the Scope of Services are eligible to receive three-five percentage points. MWBEs 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.

Any proposal with a score of 65% or more in any Functional Area shall be eligible for a backdrop contract award.
12. Notification of Selection

It is the intent of the Agencies to award contracts to the successful Proposers for each Functional Area resulting from this RFP process. Notifications of award will be provided to the successful Proposers. Upon notification of selection, the following administrative forms will be required for DHCR contracts:

- In accordance with NYS Finance Law Section 163(4)(g), the successful Proposer must agree to complete and submit an initial planned employment data report (“the NYS Consultant Services Planned Employment Form A”), attached hereto as RFP Form I.1. The successful Proposer also agrees to submit an annual employment report (“the NYS Consultant Services Annual Employment Report Form A-1”), attached hereto as RFP Form I.2 by May 15th of each year of the resulting contract.
- A Sales Tax Certification is required for review and approval of the contract by OSC. Refer to Section 18 of this RFP for further information and RFP Form F for the Sales Tax Certification form.

Upon notification of selection, the following item will be required for all Agency contracts:

- Proof of the Minimum Insurance Requirements outlined in Subsection 8.4.2(vi) of this RFP.

13. DHCR Debriefing and Protest Procedures

13.1 DHCR 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 Lisa G. Pagnozzi 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.

13.2 DHCR Protest Procedures

Any Agency 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 Lisa G. Pagnozzi at ContractUnitInfo@hcr.ny.gov.
An unsuccessful Agency Proposer may file a protest concerning the contract award to Lisa G. Pagnozzi 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).

14. Contract Award

It is the intent of the Agencies to make multiple contract awards. The Agencies anticipate establishing three pre-qualified lists of firms, one for each of the three Functional Areas (each prequalified list of SVs hereinafter referred to as a “Panel”). Each Agency will enter into its own contract with the SVs on the Panel(s). For example, Company A, eligible to serve both Upstate and Downstate on the Energy Audits and Energy Benchmarking Services Functional Area Panel would enter into three contracts, one contract with DHCR, a second contract with HTFC and a third contract with HFA. The term of the contracts with SVs on each Panel will be for a five-year period with an optional five-year renewal. Contracts are subject to approval by (i) OSC for DHCR contracts and (ii) the respective Board of Directors for HFA and HTFC contracts. Contract extensions may be available for up to an additional five years (10 years total), subject to (a) OSC approval for DHCR contracts and (ii) the respective Board of Directors for HFA and HTFC contracts. Contracts with HFA and HTFC are also subject to annual review by each Agency’s respective Board of Directors. Inclusion of a firm on a Panel(s) does not guarantee participation in a minimum number of project engagements with any Agency.

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 scope of work together with the Agency’s provisions for contracts, may require written approval by the Agency. The sections relating to the scope of services and compensation in the subcontracting agreement must be well-defined.

For DHCR contracts, successful Proposers will be required to execute a multi-year agreement, a sample agreement is attached hereto as Appendix C, that incorporates the State’s Standard Clauses for Contracts, attached hereto as Appendix A, the Agencies’ MWBE Participation Requirements and Procedures for Contracts, attached hereto as Appendix II, and DOE’s Federal Terms and Conditions, attached hereto as Appendix B. The agreement(s) may include additional 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. Conflicts among the DHCR 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
4. Appendix II, DHCR Requirements and Procedures for Contract Participation by Minority Group Members and Women
5. This RFP
6. Contractor’s Proposal Submission

For HFA and HTFC contracts, prior to the assignment of an engagement, successful Proposers will be required to execute a contract(s) with each respective Agency that incorporates the Agencies’ Standard Clauses for Contracts and the Agencies’ MWBE Participation Requirements and Procedures for Contracts, hyperlinked hereto, respectively, as Appendices I and II, that may also include DOE’s Federal Terms and Conditions, attached hereto as Appendix B. The agreement(s) may include additional (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 herein and in future solicitations and/or assignments of engagements. The Agencies 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.

The Agencies reserve the right to hold Periodic Solicitations during the Contract period if it is deemed to be in the best interest of the Agencies by either expanding the number of contract awards for any Functional Area beyond the contract awards or to replace SVs on a prequalified list for any Functional Area. The meaning “best interest of the Agencies” shall mean to include, but is not limited to, an Agency determination that the demand for Sustainability Services exceeds the capacity of the contracts awarded in any Functional Area or SVs that are removed from a prequalified list in any Functional Area. Vendors shall be required to submit this original solicitation document, which may include an addendum containing additional applicable statutory requirements currently in effect at the time of the new solicitation. Proposals shall be evaluated under similar terms and conditions. Once awarded a Contract, a vendor may not resubmit a proposal for future consideration under a Periodic Solicitation relating to fixed fees or any titles in a Functional Area and Region (i.e., Upstate or Downstate OR Upstate and Downstate in accordance with the Proposer’s Regional Checklist, Attachment II submission), etc. previously awarded to that Contractor. Contractors may, however, submit a proposal for fixed fees and titles, Functional Areas and Regions, etc. not previously awarded to that Contractor. Notice of such Periodic Solicitation will be posted in the NYS Contract Reporter for a minimum of 15 Business Days prior to the submission due date.

15. Non-Discrimination and Contractor & Supplier Diversity Requirements

15.1 Contractor Requirements and Procedures for Participation Opportunities by New York State Certified Minority-andWomen-Owned Business Enterprise
15.1.1 New York State Law

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145, the Agency(ies)\(^3\) recognizes its obligation under the law to promote opportunities for maximum feasible participation of State certified minority-and women-owned business enterprises ("MWBEs") and the employment of minority group members and women in the performance of Agency contracts.

15.1.2 Business Participation Opportunities for MWBEs

For purposes of this Solicitation, the Agency(ies) hereby establishes an overall goal of 30% for MWBE participation, 15% for NYS certified MBE participation and 15% for NYS certified WBE participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors, partners or suppliers in the performance of the Contract. To that end, by submitting a response to this Solicitation, the respondent agrees that the Agency(ies) may withhold payment pursuant to any Contract awarded as a result of this Solicitation pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: [https://ny.newnycontracts.com/](https://ny.newnycontracts.com/). For guidance on how the Agency(ies) will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR §142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract resulting from this Solicitation, such finding constitutes a breach of Contract and the Agency(ies) may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at [https://ny.newnycontracts.com/](https://ny.newnycontracts.com/), provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting Ms. Lisa G. Pagnozzi at Lisa.Pagnozzi@hcr.ny.gov.

\(^3\) The term “Agency(ies)” refers to DHCR, HFA and HTFC and their HCR Affiliates.
Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

a) A MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Agency(ies) for review and approval.

The Agency(ies) will review the submitted MWBE Utilization Plan and advise the respondent of the Agency(ies) acceptance or issue a notice of deficiency within thirty (30) days of receipt.

b) If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Agency(ies) at Lisa.Pagnozzi@hcr.ny.gov, with a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Agency(ies) to be inadequate, the Agency(ies) shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

The Agency(ies) may disqualify a respondent as being non-responsive under the following circumstances:

a) If a respondent fails to submit a MWBE Utilization Plan;
   b) If a respondent fails to submit a written remedy to a notice of deficiency;
   c) If a respondent fails to submit a request for waiver; or
   d) If the Agency(ies) determines that the respondent has failed to document good faith efforts.

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Agency(ies), but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Cumulative Payment Statement to the Agency(ies), by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

15.2 Equal Employment Opportunity Requirements for Minority Group Members and Women

By submission of a bid or proposal in response to this Solicitation, the respondent agrees with all of the terms and conditions in the Agencies “Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures,” attached hereto as Appendix II. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition,
replacement, major repair, renovation, planning or design of real property and improvements thereon
(the “Work”), except where the Work is for the beneficial use of the respondent, undertake or continue
programs to ensure that minority group members and women are afforded equal employment
opportunities without discrimination because of race, creed, color, national origin, sex, age, disability
or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment,
employment, job assignment, promotion, upgrading, demotion, transfer, layoff

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In
accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a
written agreement or purchase order instrument, providing for a total expenditure in excess of
$25,000.00, whereby the Agency(ies) is committed to expend or does expend funds in return for
labor, services, supplies, equipment, materials or any combination of the foregoing, to be
performed for, or rendered or furnished to the Agency(ies), then the following shall apply and
by signing a contract resulting from this Solicitation process the Contractor certifies and affirms
that it is the Contractor’s equal employment opportunity policy that:

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the
performance of this Contract, all qualified applicants will be afforded equal employment
opportunities without discrimination because of race, creed, color, national origin, sex, sexual
orientation, age, predisposing genetic characteristic, disability or marital status, domestic
violence victim status or military status.

Contractor will include the provisions of ‘a”, “b”, and “c” above, in every subcontract. Section
312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment
outside New York State. The Agency(ies) shall consider compliance by a Contractor or
subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Agency(ies) shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Agency(ies) shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women's Business Development pertaining hereto.

(d) If the procurement of the goods or services provided herein is subject to minority and women-owned participation requirements pursuant to Article 15-A of the Executive Law, the Contractor shall be liable to the Agency(ies) for liquidated or other appropriate damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payments to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the awarded contract. The awarded contract may provide for other appropriate remedies on account of such breach in the event it is found that the Contractor willfully and intentionally failed to comply with the minority and women-owned participation requirements set-forth in Article 15-A of the Executive Law.

The Proposer will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement.

To ensure compliance with this Section, the Proposer will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan, PROC-1 Form, identifying the anticipated work force to be utilized on the Contract. If awarded a Contract, Proposer shall submit a quarterly EEO Workforce Utilization Report, PROC-5, hyperlinked herein with Instructions, and shall require each of its Subcontractors, if any, to submit a Workforce Utilization Report, on a quarterly basis during the term of the Contract for the quarters ending March 31st, June 30th, September 30th and December 31st. Quarterly EEO Workforce Utilization Reports shall be submitted, in PDF format, to Econ.Opportunity@hcr.ny.gov by April 10th, July 10th, October 10th and January 10th.

Pursuant to Executive Order #162, contractors and subcontractors, if any, will also be required to report, on a quarterly basis, the gross wages paid to each of their employees for the work performed by such employees on the Contract utilizing the EEO Workforce Utilization Report.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors, if any, will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

The required forms can be found at the following web addresses:

Form PROC-1: https://hcr.ny.gov/system/files/documents/2019/02/proc1staffingplan.pdf
Form PROC-2: https://hcr.ny.gov/utilization-plan-proc-2
Form PROC-3: https://hcr.ny.gov/mwbe-waiver-form-proc-3
Form PROC-6: https://hcr.ny.gov/cumulative-payment-statement-proc-6

In the event that the above links are unavailable or inactive, the forms may also be requested from Lisa Pagnozzi at Lisa.Pagnozzi@hcr.ny.gov.

Diversity Practices
The Agency(ies) has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Bidders/Proposers is practical, feasible, and appropriate. Accordingly, Bidders/Proposers shall be required to include as part of their response to this procurement the Diversity Practices Questionnaire (PROC-9: https://hcr.ny.gov/diversity-practices-questionnaire-proc-9).

15.3 Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Business

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such business into New York State’s economy. The Agency(ies) recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned business have opportunities for maximum feasible participation in the performance of Agency contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Proposers are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.
Contract Goals

A. The Agency(ies) establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: https://sdves.ogs.ny.gov/business-search. Questions regarding compliance with SDVOB participation goals should be directed to the Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at (518) 474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract.

SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Bidders/Proposers are required to submit a completed SDVOB Utilization Plan on Form PROC-2 (https://hcr.ny.gov/utilization-plan-proc-2).

B. The Utilization Plan shall list the SDVOBs that the Bidder/Proposer intends to use to perform the Contract, a description of the work that the Bidder/Proposer intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder/Proposer acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Agency(ies).

C. The Agency(ies) will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of Agency acceptance or issue a notice of deficiency within 20 days of receipt.

D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Agency(ies) a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Agency to be inadequate, the Agency shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Agency, a request for a partial or total waiver of SDVOB participation goals on Form PROC-3 (https://hcr.ny.gov/system/files/documents/2019/02/mbewaiverform.pdf). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
E. The Agency may disqualify a Bidder’s/Proposer’s bid or proposal as being non-responsive under the following circumstances:

(a) If a Bidder/Proposer fails to submit an SDVOB Utilization Plan;
(b) If a Bidder/Proposer fails to submit a written remedy to a notice of deficiency;
(c) If a Bidder/Proposer fails to submit a request for waiver; or
(d) If the Agency(ies) determines that the Bidder/Proposer has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency(ies) shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

Request for Waiver

A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Agency for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in herein, may submit a request for a partial or total waiver on Form PROC-3, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Agency(ies) at that time, the provisions of clauses (C) and (D) below will apply. If the documentation included with the Bidder’s/Contractor’s waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Agency but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If the Agency(ies), upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (PROC-5) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven
business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to Lisa.Pagnozzi@hcr.ny.gov

Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

(1) Copies of solicitations to SDVOBs and any responses thereto;

(2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors’ solicitation was not selected;

(3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Agency(ies) with certified SDVOBs whom the Agency(ies) determined were capable of fulfilling the SDVOB goals set in the Contract.

(4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(5) Other information deemed relevant to the waiver request.

Quarterly SDVOB Contractor Compliance Report

Contractor is required to report Quarterly SDVOB Contractor Compliance to the Agency(ies) during the term of the Contract for the preceding quarter’s activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using forms PROC-5 and PROC-6 available on the Agency website and should be completed by the Contractor and submitted to the Agency, by the 10th day of each quarter during the term of the Contract, being April 10th, July 10th, October 10th and January 10th, to: Econ.Opportunity@hcr.ny.gov.

Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.
15.4. **Encouraging the Use of NYS Businesses in Contract Performance Form**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposer for this Agency contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract.

16. **Restriction of Communication**

Pursuant to State Finance Law ("SFL") §§139-j and 139-k, this RFP imposes certain restrictions on communications between the Agencies, their Affiliates (New York State Affordable Housing Corporation, State of New York Mortgage Agency, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation collectively, “Agencies Constituting HCR”), employees of the State and a potential Proposer during the RFP process. A Proposer is restricted from making contacts that a reasonable person may infer were intended to influence the selection of a firm or company to perform (or provide) the proposed professional services (or goods) in this RFP, from the date of publication of this RFP until the awarding of a contract(s) by the Agencies (the “Restricted Period”) with any person other than the designated contacts named in this RFP, unless it is a contact that is included among certain statutory exceptions set forth in SFL §139-j(3)(a). Employees of the Agencies, including any employees of any Agency that Constitutes HCR, are required to obtain certain information when contacted during the Restricted Period and make a determination of responsibility of the Proposer under the SFL. Findings of non-responsibility can result in rejection for contract award and in the event of two (2) findings within a four (4) year period, the Proposer will be debarred from obtaining governmental contracts.

For further information, please refer to the following website:

17. **Ethics**

17.1 **Public Officers Law**

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction
in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

### 17.2 Ethics Requirements

The successful Proposer(s) and its subcontractors, if any, shall not engage any person who is, or has been at any time, in the employ of the State or Authority to perform services in violation of the provisions of the New York State Public Officers Law, other laws applicable to the service of State or Authority employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics (“JCOPE”), or its predecessors (collectively, the “Ethics Requirements”). By submitting a proposal in response to this RFP, the Proposer certifies that all of its employees and those of its subcontractors, if any, who are former employees of the State or Authority and who are assigned to perform services under any contract resulting from this RFP process shall be assigned in accordance with all Ethics Requirements. During the term of any resulting contract of this RFP process, no person who is employed by the successful Proposer(s) or its subcontractors, if any, and who is disqualified from providing services under any resulting contract from this RFP process, pursuant to any Ethics Requirements, may share in any net revenues of the successful Proposer(s) or its subcontractors, if any, derived from any resulting contract of this RFP process.

The successful Proposer(s) shall identify and provide the State and/or Authority with notice of those employees of the successful Proposer and its subcontractors, if any, who are former employees of the State and/or Authority that are proposed to perform services under any resulting contract from this RFP process, and make sure that such employees comply with all applicable laws and prohibitions. The State or Authority may request that the successful Proposer(s) provide whatever information the State or Authority deems appropriate about each such person’s engagement, work cooperatively with the State or Authority to solicit advice from JCOPE, and, if deemed appropriate by the State or Authority, instruct any such person to seek the opinion of JCOPE. The State or Authority shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State or Authority shall have the right to terminate any resulting contract from this RFP process at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

### 17.3 Vendor Responsibility Determination

The Agencies will conduct a review of each Proposer’s Vendor Responsibility Questionnaire to provide reasonable assurances that the Proposer is responsible. All identified subcontractors (as indicated in the Utilization Plan, PROC-2 Form) of the RFP of the successful Proposer, projected to earn more than $100,000 in total expenditures during the term of the Contract, will be required to complete a Vendor Responsibility Questionnaire. The Agency(ies) will make a finding of responsibility or non-responsibility before making a contract award, considering any information that comes to its attention concerning the Proposer's responsibility.

If the Agencies identify potentially negative information in its review, the Agencies will notify the Proposer. If the Agencies make a preliminary finding that the Proposer is non-responsible, the Agencies
will detail in writing to the Proposer the reasons(s) for the preliminary determination and will provide an opportunity for the Proposer to respond before the determination is finalized.

A successful Proposer(s) is required to update their responsibility determination if a material event occurs requiring an amendment. The successful Proposer(s) is also required to update their Vendor Responsibility Questionnaires as new information becomes available.

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

The Agency, in its sole discretion, reserves the right to suspend any or all activities under any resulting contract from this RFP process, at any time, when it discovers information that calls into question the responsibility of the successful Proposer. In the event of such suspension, the successful Proposer will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the successful Proposer must comply with the terms of the suspension order. Contract activity may resume at such time as the Agency issues a written notice authorizing a resumption of performance under the contract.

Upon written notice to the successful Proposer, and a reasonable opportunity to be heard by the appropriate Agency officials or staff, the contract may be terminated by the Agency at the Proposer’s expense where the Proposer is determined by the Agency to be non-responsible. In such event, the Agency may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach. The Agency reserves the right to terminate a contract for non-responsibility, including failure to disclose information. This provision shall also apply to any proposed subcontractor performing services under the resulting contract from this RFP process in excess of $100,000. Proposers and applicable subcontractors, if any, are required to complete, certify, and submit a Vendor Responsibility Questionnaire as part of their Proposal Submission.

### 18. Sales Tax Certification

Pursuant to New York State Tax Law Section 5(a), the successful DHCR Proposer(s) and its affiliates and/or sub-contractors, if any, will be required to certify to the New York State Department of Taxation and Financial Services (“DTF”) that the vendor is registered to collect New York State and local sales and compensating use taxes.

Section 5-a of the Tax Law requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than $100,000 to certify to DTF that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the
total amount of such Contractor’s sales delivered into New York State are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors, if any, whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

Upon notification of award, the Contractor is required to file the completed and notarized Form ST-220-CA, attached hereto as RFP Form F, with DHCR certifying that the Contractor filed the ST-220-TD Form (this form may be found at the following URL on the DTF website:


Note: DTF receives the completed Form ST-220-TD, not DHCR. DHCR only receives the Form ST-220-CA. Contractor should complete and return the certification forms within five (5) business days of request from DHCR. Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided in the hyperlinks above. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Form ST-220-TD must be submitted upon notification of award by DHCR. This form provides the required certification that the Contractor filed the ST-220-TD with DTF.

Proposers may call DTF at (518) 485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF.

**19. Iran Divestment Act (“Act”)**

By submitting a signed certification Form in response to this RFP or by assuming the responsibility of a contract awarded hereunder, the Proposer (or any assignee) certifies that it (i) is not on the “Entities Determined to be Non-Responsive Proposers’ List” (“Prohibited Entities List”), pursuant to the New York State Iran Divestment Act of 2012 (“Act”), posted on the website of the State’s Office of General Services and (ii) will not utilize on such Agency contract award any subcontractor that is identified on the Prohibited Entities List. Additionally, Proposer is advised that should it seek to renew or extend a contract awarded in response to this solicitation, it must provide the same certification at the time the contract is renewed or extended.

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

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

20. Sexual Harassment Prevention Policy Certification

Pursuant to NYS Finance Law § 139-l, every proposal made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the Proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of NYS Labor Law § 201-g.

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

Pursuant to NYS Finance Law § 139-l, any proposal by a corporate Proposer containing the certification required above shall be deemed to have been authorized by the board of directors of such Proposer, and such authorization shall be deemed to include the signing and submission of such proposal and the inclusion therein of such statement as the act and deed of the Proposer. If the Proposer cannot make the required certification, such Proposer shall so state and shall furnish with the proposal a signed statement that sets forth in detail the reasons that the Proposer cannot make the certification. After review and consideration of such statement, the Agency may reject the proposal or may decide that there are sufficient reasons to accept the proposal without such certification.

21. Freedom of Information Law (“FOIL”)

New York State's Freedom of Information Law (“FOIL”) (Public Officers Law, Article 6, Sections 84-90), available at: http://www.dos.state.ny.us/coog/index.html, promotes the public’s right to know the
process of governmental decision-making and grants maximum public access to governmental records. The proposal of the successful Proposer(s) and the proposals of unsuccessful Proposers may be subject to disclosure under FOIL.

However, pursuant to Section 87(2)(d) of FOIL, the Agency may deny access to those portions of proposals or portions of a successful Proposer’s contract which are "trade secrets" or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which, if disclosed, would cause substantial injury to the competitive position of the subject enterprise.

Please note that all information that a Proposer may claim as proprietary, copyrighted or rights-reserved is not necessarily protected from disclosure under FOIL.

If there is information in a Proposer’s proposal that a Proposer claims meets the definition set forth in Section 87(2)(d), the Proposer should provide a letter in its Administrative Proposal outlining any specific concerns.

Failure to identify the information which a Proposer believes should be protected by Section 87(2)(d) may result in such information being disclosed if a request is received. It is a Proposer’s responsibility to consult an attorney with any questions the Proposer may have about New York State's Freedom of Information Law. All work products described herein may also be subject to FOIL disclosure.

The Agency will not honor any attempt by a Proposer either to designate its entire proposal as proprietary and/or to claim copyright protection for its entire proposal.

The Proposer/Contractor must provide to the Agency all information, records, and other written material it produces, possesses, or relies upon if such material is the object of a legitimate request to the Agency pursuant to the Freedom of Information Law.

22. 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 an attached sheet to the Proposer’s Tab 4 of the proposal. Failure to disclose any relevant findings may result in disqualification of the proposal.

23. Non-Disclosure & Confidentiality Terms

By submitting a proposal, the successful Proposer (“Contractor”) agrees to enter into a contract with the Agency(ies) containing, in sum or substance, the Nondisclosure and Confidentiality terms indicated below.

23.1 Nondisclosure and Confidentiality

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

b. 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.

c. 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 State 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 the Contract and may result in Agency suspending, canceling and/or terminating the Contract for cause or to pursue any other legal or equitable remedies available.

23.2 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.

23.3 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 the Agency executive officer, or his/her designee. Contractor is permitted to use NYS Confidential Information solely for the purposes set forth in the RFP and the 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 the Agency(ies). 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 the Agencies 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 the Contract. Agents, employees, officers, of the Contractor and its subcontractors may be required to execute an Agency nondisclosure agreement, either before or upon arrival at NYS Facilities or if in the Agencies’ sole discretion the employee(s) will otherwise have access to critical State networks, equipment or NYS Confidential Information.

23.4 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 the Contract, including NYS Information Security policies and procedures located at https://its.ny.gov/system/files?file=documents/2022/10/nys-p03-002_information_security_policy.pdf The Agencies shall have the right at any time to require that the Contractor remove from interaction with the Agencies any Contractor representative who the Agencies believe is detrimental to its working relationship with the Contractor. The Agencies will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Agencies signify 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 the Agencies’ 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 the Agencies will communicate security procedures necessitated by the Agencies’ 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. For Agency contracts, 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 DHCR.

23.5 Accessing NYS Facilities

Contractor may access State information technology system(s) and NYS Facilities solely to respond to system or technical problems or at the Agencies’ request, and for any work associated with hosting such NYS Confidential Information in connection with the provision of the system to the Agencies 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 the 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 the Contract or under any amendments hereof, that they are required:

a. if entering 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 the Agencies, submitting identifying information and being fingerprinted on-site at the Agencies’ expense. The Agencies 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 the Agencies, 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 the Agency’s discretion, to the Federal Bureau of Investigation for a national criminal history record check, and report to the Agencies the substance of the criminal record of any of the fingerprinted individuals; or,

   ii. mail those fingerprints to the Agencies for the Agencies to submit them for the purpose of obtaining a criminal history record report(s).
23.6 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 the Agencies under the 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 the 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 the Contract pertaining to security requirements specific to the services Contractor is providing to the Agency(ies) under the 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 the Contract which appear on the CWE/SANS list of the "TOP 25 Most Dangerous Programming Errors" (https://www.sans.org/top25-software-errors/). 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 Agency(ies) reasonable satisfaction.

23.7 Physical Transport of NYS Confidential Information

To the extent the Agencies agree under the 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 Agency(ies).
23.8 Data Storage, Access, and Location - Off Shore Restrictions

Contractor may conduct help desk, support services, and software development and testing activities under the 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 the Agency authorized signatory adhering to established Agency 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 the 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 the Agency(ies)) 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 the Agencies.

23.9 Separation of Duties / Access Controls

The Contractor must ensure that all NYS Confidential Information that it holds under the Contract is stored in a controlled access environment to ensure data security and integrity. Contractor will provide the Agencies 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 the Agencies are prohibited.
The Agencies require 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 the Agencies 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 the Agencies.

23.10 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 the Agencies, 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.

23.11 Requests to Release NYS Confidential Information to Third Parties

Except where expressly prohibited by law, Contractor shall immediately notify and provide to the Agencies 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 Agencies’ behalf. If Contractor is required to produce NYS Confidential Information in response to a Demand, Contractor will provide the Agencies 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 the Agencies reasonable time to assert its rights with respect to the withholding of such NYS Confidential Information from production. If the Agencies are required to produce NYS Confidential Information in response to a Demand, Contractor will, at the Agencies’ request and unless expressly prohibited by law, produce to the Agencies any NYS Confidential Information in its possession that may be responsive to the Demand and shall provide assistance as is reasonably required for the Agencies to respond to the Demand in a timely manner. This assistance may include Contractor upon request disclosing to Agency 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.

The Agencies acknowledge that Contractor has no responsibility under the Contract to interact directly with the entity making the Demand. The Parties agree that the Agency execution of a Contract does not constitute consent to the release or production of NYS Confidential Information.
DHCR 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 the Agencies’ deem 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;
- 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.
Depending on the nature of the procurement, there may be additional Agency reserved rights beyond those presented here.

25. Compliance with all Federal and State Requirements

Under the awarded contract(s), the successful Proposer(s) may be utilizing federal funds from programs that may include, but may not be limited to, the Department of Energy’s Weatherization Assistance program, Health and Human Services, HEAP program, and/or other federal and/or state funds that may have their own relevant restrictions.

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 Scope of Work outlined in this RFP or future mini-bid process. These requirements include, but are not limited to, the Federal Housing Act or other relevant federal statutes, and relevant rules and regulatory requirements. 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 is ambiguity between this RFP and Federal Law, Federal Law will prevail and control.

Other Federal and State regulations may apply depending on among other factors the specific funding sources and the nature of the work, or the needs of the specific engagement. The Agencies reserve the right to stipulate other additional requirements as necessary for each engagement.
Proposal Checklist

ND RETURNED WITH YOUR PROPOSAL SUBMISSION:

- TAB 1 – Proposal Coversheet, Cover Letter & Certification, attached hereto as Attachment I
- TAB 1 – Regional Checklist, attached hereto as Attachment II

- TAB 2 – Technical Proposal as outlined in Section 8.2 of this RFP
- TAB 2 – Proposer Experience Addendum, attached hereto as Attachment III
- TAB 2 – Staffing Plan, attached hereto as Attachment IV

- TAB 2 – Additional Attachments (not included in 10-Page Limit)
  - References with contact information for prior engagements, to be included in Tab 2
  - Resumes for Proposer’s principals and training staff and staff of Proposer’s subcontractors, to be included in Tab 2
  - Organizational charts or other supporting materials, to be included in Tab 2

- TAB 3 – Cost Proposal Forms (utilizing template in Attachment V RFP Forms A.1, A.2 & A.3)

- TAB 4 - Administrative Proposal
  - Intent to Submit Proposal Form, RFP Form B
    (RFP Form A is not applicable to this RFP process)
  - Non-Collusive Bidding Certification Form, RFP Form C
  - Vendor Information Form, RFP Form D
  - Iran Divestment Act Certification, RFP Form E
    (RFP Form F is not required with Proposal Submission)
  - Procurement Lobbying Provisions and Forms, RFP Form G
    - Vendor Responsibility Questionnaire - For-Profit Business Entity, RFP Form H.1 or Vendor Responsibility Questionnaire - Non-Profit Business Entity, RFP Form H.2
      (RFP Forms I.1 and I.2 are not required with Proposal Submission)
  - Financial Statements or Tax Returns, RFP Form J
  - Vendor Assurance of No Conflict of Interest and Detrimental Effect, RFP Form K
  - Evidence of Eligibility, Licensure and/or Certifications, RFP Form L
  - Sexual Harassment Prevention Policy Certification, RFP Form M
  - Certification Prohibiting State Agencies & Authorities from Contracting with Businesses Conducting Business in Russia under NYS Executive Order No. 16, RFP Form N
  - EEO Staffing Plan, PROC-1, RFP Form O
  - Utilization Plan, PROC-2, RFP Form P
  - Request for Waiver Form, PROC-3, RFP Form Q
  - MWBE & EEO Policy Statement, PROC-4, RFP Form R
  - Company Demographic Profile, PROC-7, RFP Form S
  - EEOC Statement, PROC-8, RFP Form T
  - Diversity Practices Questionnaire, PROC-9, RFP Form U
Schedule of RFP Exhibits

Exhibit A  Acronyms and Defined Terms

Schedule of RFP Appendices

Appendix A  DHCR’s Standard Clauses for New York State Contracts
Appendix B  DOE’s Federal Terms and Conditions
Appendix C  DHCR State of New York Multi-Year Agreement
Appendix I  HFA’s and HTFC’s Standard Clauses for New York State Contracts
Appendix II  Agencies’ Requirements and Procedures for Contract Participation by Minority Group Members and Women

Schedule of Attachments

Attachment I  Proposal Coversheet, Cover Letter & Certification
Attachment II  Regional Checklist
Attachment III  Proposer Experience Addendum
Attachment IV  Staffing Plan
Attachment V  Forms A1, A2 and A3 Cost Proposal

-REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY-
ATTACHMENT I

(Attachment I to follow this page)
Attachment I: Proposal Coversheet

Proposal Coversheet

Attach this form to the top of your Proposal Submission.

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

GENERAL INFORMATION ON FIRM:

Legal Name of Firm:

_______________________________________________________________________

Firm’s Mailing Address:

_______________________________________________________________________

Firm’s Website:

_______________________________________________________________________

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

_______________________________________________________________________

Federal Tax ID Number:

_______________________________________________________________________

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

_______________________________________________________________________

SEC CIK Number (if applicable):

_______________________________________________________________________

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

_______________________________________________________________________

MWBE Registration Number (if applicable):

_______________________________________________________________________

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

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

_____________________________________________________________

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

_____________________________________________________________

MAINT CONTACT INFORMATION FOR THIS PROPOSAL:

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

Contact Name:

_____________________________________________________________

Contact Telephone Number (including area code):

_____________________________________________________________

Contact E-mail Address:

_____________________________________________________________

Contact Facsimile Number (including area code):

_____________________________________________________________

PRINCIPAL IN CHARGE:

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

Contact Name:

_____________________________________________________________

Contact Telephone Number (including area code):

_____________________________________________________________
Proposal Coversheet

Contact E-mail Address:

Contact Facsimile Number (including area code):

ADDITIONAL CONTACTS (if applicable):

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):
Proposal Certification

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

Additional information may be accessed at:
https://ogs.ny.gov/rules-and-regulations

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

(Attachment II to follow this page)
Attachment II: Regional Checklist — If applying for more than one Functional Area, and if the Regional Area(s) the proposer/bidder is willing to serve varies from one Functional Area to another, then the proposer/bidder should complete this Regional Checklist for each Functional Area that they apply.

Legal Name of Firm:

<table>
<thead>
<tr>
<th>This Firm seeks consideration for the Pre-Qualified Panels below:</th>
<th>Regional Area for Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check the Box(es) for the applicable region(s) that your firm is willing to serve:</td>
<td>1</td>
</tr>
<tr>
<td>Training and Technical Assistance Panel</td>
<td></td>
</tr>
<tr>
<td>Program &amp; Policy Design, Development, Review and Analysis Panel</td>
<td></td>
</tr>
<tr>
<td>Energy Auditing and Benchmarking Panel</td>
<td></td>
</tr>
</tbody>
</table>

**REGION 1:** **Capital Region**: Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren and Washington Counties.

**REGION 2:** **Central New York**: Cayuga, Cortland, Madison, Onondaga, and Oswego Counties.

**REGION 3:** **Finger Lakes**: Genesee, Livingston, Monroe, Ontario, Orleans, Senaca, Wayne, Wyoming and Yates Counties.

**REGION 4:** **Hudson Valley**: Dutchess, Orange, Putnam, Sullivan, and Ulster Counties.

**REGION 4A:** **Hudson Valley**: Rockland and Westchester Counties.

**REGION 5:** **Long Island**: Nassau and Suffolk Counties.

**REGION 6:** **Mohawk Valley**: Fulton, Herkimer, Montgomery, Oneida, Ostego, and Schoharie Counties.

**REGION 7:** **New York City**: Bronx, Kings, New York, Queens and Richmond Counties.

**REGION 8:** **North Country**: Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, and St. Lawrence Counties.

**REGION 9:** **Southern Tier**: Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, and Tompkins Counties.

**REGION 10:** **Western New York**: Allegany, Cattaraugus, Chautauqua, Erie, and Niagara Counties.
ATTACHMENTS III, IV and V

(Attachment III, IV and V to follow this page)
The Attachments indicated below can be downloaded from HCR’s Procurement Opportunities webpage at https://hcr.ny.gov/procurement-opportunities under the RFP.

- Attachment III, Proposer Experience Addendum
- Attachment IV, Staffing Plan
RFP Form B

(RFP Form B to follow this page)
REQUEST FOR PROPOSALS FOR SUSTAINABILITY AND ENVIRONMENTAL TECHNICAL ASSISTANCE SERVICES

This is to notify you that it is our present intent to submit a proposal in response to the above-referenced RFP and to acknowledge that we have read the list of experience required to meet the 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:

Functional Area(s) of Interest: _____________________________________________

Company Name: __________________________________________________________

Contact Name and Title: Street Address: ______________________________________

City, State, & Zip: __________________________________________________________

Phone Number: Fax Number: __

Email Address: _____________________________________________________________

Authorized Signature: ______________________________________________________

Email completed form to: contractunitinfo@hcr.ny.gov
APPENDIX C

(Appendix C to follow this page)
NON-COLLUSIVE BIDDING CERTIFICATION
Required by Section 2878 of the Public Authorities Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this __ day of ___________, 20__ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

<table>
<thead>
<tr>
<th>NAMES</th>
<th>LEGAL RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
</tr>
<tr>
<td>President</td>
<td></td>
</tr>
<tr>
<td>Secretary</td>
<td></td>
</tr>
<tr>
<td>Treasurer</td>
<td></td>
</tr>
</tbody>
</table>

Identifying Data:

**Potential Contractor:** ____________________________________________________________

**Street Address:** _________________________________________________________________

**City, Town, etc.** ________________________________________________________________

**Telephone:** ____________ **Title:** _________________________________________________

______________________________
If applicable, Responsible Corporate Officer Name

______________________________
Title

______________________________
Signature
Joint or combined bids by companies or firms must be certified on behalf of each participant:

| __________________________________________ | ______________________________ |
| Legal name of person, firm or corporation | Legal name of person, firm or corporation |

By ________________________________ By ________________________________
(Name) (Name)

Title

| __________________________________________ | ______________________________ |
| Street Address | Street Address |

| __________________________________________ | ______________________________ |
| City and State | City and State |
RFP Form D

(RFP Form D to follow this page)
NEW YORK STATE HOUSING FINANCE AGENCY
HOUSING TRUST FUND CORPORATION
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MORTGAGE AGENCY
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
DIVISION OF HOUSING AND COMMUNITY RENEWAL

(individually, “Agency” and collectively, “Agencies”)

<table>
<thead>
<tr>
<th>Vendor Information Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
</tr>
<tr>
<td>Address:</td>
</tr>
<tr>
<td>Telephone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
<tr>
<td>Website Address:</td>
</tr>
<tr>
<td>Primary Contact Email Address:</td>
</tr>
<tr>
<td>Billing Contact Email Address:</td>
</tr>
<tr>
<td>Name &amp; Title of Principal(s):</td>
</tr>
<tr>
<td>Name &amp; Title of Authorized Signer(s):</td>
</tr>
<tr>
<td>Federal Employer Identification Number:</td>
</tr>
<tr>
<td>Charities Bureau Registration #:</td>
</tr>
<tr>
<td>(Only applies to not-for-profits.)</td>
</tr>
<tr>
<td>Legal Status:</td>
</tr>
<tr>
<td>Corporation</td>
</tr>
<tr>
<td>Not-for-Profit</td>
</tr>
<tr>
<td>(Note: If conducting business under an assumed name (d/b/a), please include evidence of filing of certificate.)</td>
</tr>
</tbody>
</table>
New York State Business Enterprises

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

(Please circle) Yes No

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

Encouraging Use of New York State Businesses in Contract Performance

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

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

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

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

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

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

(Please circle) Yes No
Minority Owned Business Enterprises

1. Is your company a Minority-Owned Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?
   (Please circle)   Yes   No

2. If yes, has your company been certified as a Minority-Owned Business Enterprise?
   (Please circle)   Yes   No

3. Is your company certified with New York State’s Empire State Development Corporation (ESD)?
   (Please circle)   Yes   No

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

---

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

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

---

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

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

---

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

1. Is your company a Women-Owned Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?
   (Please circle) Yes No

2. If yes, has your company been certified as a Women-Owned Business Enterprise?
   (Please circle) Yes No

3. Is your company certified with New York State’s Empire State Development Corporation (ESD)?
   (Please circle) Yes No

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

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

Small Business Enterprises

1. Is your company a "Small Business Concern" in accordance with New York State Finance Law?
   (Please circle) Yes No

2. If yes, has your company been certified by any municipal, NYS or Federal governmental agency?
   (Please circle) Yes No

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

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

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

1. Is your company certified as a Service-Disabled Veteran-Owned Business (SDVOB)?
   (Please circle)  Yes  No

2. If yes, has your company been certified as a SDVOB by the New York State Office of General Services (OGS)?
   (Please circle)  Yes  No

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

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

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

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

Name of Vendor: __________________________________________

Authorized Signature: _______________________________________

Print Name and Title: _________________________________________

Date: _____________________________________________________
RFP Form E

(RFP Form E to follow this page)
IRAN DIVESTMENT ACT CERTIFICATION
NOTICE FOR SOLICITATIONS

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

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

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

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

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

Legal Name of Proposer:

____________________________________________________________

Printed Name of Proposer’s Authorized Representative:

____________________________________________________________

Signature: _______________________________ Date: ________________
RFP Form F

(RFP Form F to follow this page)
Contractor Certification to Covered Agency
(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).

Contractor name

Contractor’s principal place of business
City State ZIP code

For covered agency use only Contract number or description

Contractor’s mailing address (if different than above)

Estimated contract value over the full term of contract (but not including renewals)

Contractor’s federal employer identification number (EIN)

Contractor’s sales tax ID number (if different from contractor’s EIN)

Covered agency name

Covered agency address
38-40 State Street, Albany, NY 12207

Covered agency telephone number

I, ________________________, hereby affirm, under penalty of perjury, that I am ________________________, (name) (title)
of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor’s knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with ________________________, (insert contract number or description) and, to the best of the contractor’s knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ___ day of ______________, 20___

(sign before a notary public) (title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, Contractor Certification to Covered Agency, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See Need help? for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a covered agency within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a contractor within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a contract within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for commodities or services, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).
Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF

COUNTY OF

On the ___ day of ___________ in the year 20___, before me personally appeared ______________________________, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

he resides at __________________________________________________________,

Town of ____________________________________________________________

County of __________________________________________________________

State of __________________________; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the ____________________________________________
of ________________________________________________________________

☐ (If a partnership): _he is a ____________________________________________
of ________________________________________________________________

☐ (If a limited liability company): _he is a duly authorized member of ________________________________, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.
RFP Form G

(RFP Form G to follow this page)
PROCUREMENT LOBBYING PROVISIONS AND FORMS

Policy and Prohibitions Regarding Permissible Contacts during a Covered Procurement

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

Contract Termination Provision

The Agencies reserve the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Agencies may exercise its termination right by providing written notification to the offerer/bidder in accordance with the written terms of this contract.
Affirmation of Understanding of
and Agreement Pursuant to
State Finance Law §139-j (3) and §139-j (6) (b)

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

Signature: ______________________ Date: ______________________

Print Name: ______________________
Title: ______________________
Contractor Name: ______________________
Contractor Address: ______________________

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

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

Signature: ______________________ Date: ______________________

Print Name: ______________________
Title: ______________________
Contractor Name: ______________________
Contractor Address: ______________________
# Offerer Disclosure of Prior Non-Responsibility Determinations

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

Address: ________________________________________________________________

Name and Title of Person Submitting this Form: ________________________________

Contract Procurement Number: ________________________________

Date: ________________________________

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):  
   - No  
   - Yes  

   If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):  
   - No  
   - Yes  

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):  
   - No  
   - Yes  

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

   Governmental Entity: ________________________________

   Date of Finding of Non-responsibility: ________________________________

   Basis of Finding of Non-Responsibility: ________________________________

   (Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):  
   - No  
   - Yes
6. If yes, please provide details below.

Governmental Entity: ________________________________

Date of Termination or Withholding of Contract: ________________________________

Basis of Termination or Withholding: __________________________________________

________________________________________

________________________________________

________________________________________

________________________________________

(Add additional pages as necessary)

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

By: ________________________________ Date: ________________________________

Signature

Name: ________________________________

Title: ________________________________
RFP Form H1

(RFP Form H1 to follow this page)
You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

### COMPLETION & CERTIFICATION

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

### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

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

### DEFINITIONS

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

### RESPONSES

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

### REPORTING ENTITY

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

### ASSOCIATED ENTITY

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

### STRUCTURE OF THE QUESTIONNAIRE

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

### I. LEGAL BUSINESS ENTITY INFORMATION

<table>
<thead>
<tr>
<th>Legal Business Entity Name*</th>
<th>EIN</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address of the Principal Place of Business (street, city, state, zip code)</th>
<th>New York State Vendor Identification Number</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Ext.</th>
<th>Fax</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Email</th>
<th>Website</th>
</tr>
</thead>
</table>

### Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).

<table>
<thead>
<tr>
<th>Type</th>
<th>Name</th>
<th>EIN</th>
<th>Status</th>
</tr>
</thead>
</table>

### 1.0 Legal Business Entity Type – Check appropriate box and provide additional information:

- [ ] Corporation (including PC) [ ] Date of Incorporation
- [ ] Limited Liability Company (LLC or PLLC) [ ] Date of Organization
- [ ] Partnership (including LLP, LP or General) [ ] Date of Registration or Establishment
- [ ] Sole Proprietor [ ] How many years in business?
- [ ] Other [ ] Date Established

If Other, explain:

- [ ] 1.1 Was the Legal Business Entity formed or incorporated in New York State? [ ] Yes [ ] No

If ‘No,’ indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.

- [ ] United States [ ] State _____
- [ ] Other [ ] Country _____

Explain, if not available:

- [ ] 1.2 Is the Legal Business Entity publicly traded? [ ] Yes [ ] No

If “Yes,” provide CIK Code or Ticker Symbol

- [ ] 1.3 Does the Legal Business Entity have a DUNS Number? [ ] Yes [ ] No

If “Yes,” Enter DUNS Number

*All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at [https://www.osc.state.ny.us/files/vendors/2017-11/vendor-questionnaire-definitions.pdf](https://www.osc.state.ny.us/files/vendors/2017-11/vendor-questionnaire-definitions.pdf)
I. LEGAL BUSINESS ENTITY INFORMATION

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

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

If “Yes,” check all that apply:

- [ ] New York State certified MBE
- [ ] New York State certified WBE
- [ ] New York State certified SDVOB
- [ ] New York State Small Business (SB)
- [ ] Federally certified DBE

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

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

<table>
<thead>
<tr>
<th>Name of Officials and Principal Owners (for each person, please include a middle initial)</th>
<th>Title</th>
<th>Date of Birth</th>
<th>Percentage Ownership (Enter 0% if not applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of each Business Entity owning 25% or more of Reporting Entity</th>
<th>Address</th>
<th>EIN</th>
<th>Percentage Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

   Note: Select only one.

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

- [ ] Organizational Unit within and operating under the authority of the Legal Business Entity
  
  SEE DEFINITIONS OF “REPORTING ENTITY” AND “ORGANIZATIONAL UNIT” FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.
  
  Note: If selecting this option, “Reporting Entity” refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

### IDENTIFYING INFORMATION

#### a) Reporting Entity Name

<table>
<thead>
<tr>
<th>Address of the Primary Place of Business (street, city, state, zip code)</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ext.</td>
</tr>
</tbody>
</table>

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

#### c) Attach an organizational chart

#### d) Does the Reporting Entity have a DUNS Number?  

- [ ] Yes  
- [ ] No

   If “Yes,” enter DUNS Number

#### e) Identify the designated manager(s) responsible for the business of the Reporting Entity.

   For each person, include name and title. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>


INSTRUCTIONS FOR SECTIONS III THROUGH VII

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

III. LEADERSHIP INTEGRITY

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

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

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

IV. INTEGRITY – CONTRACT BIDDING

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

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

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered responses if necessary:
### V. INTEGRITY – CONTRACT AWARD
**Within the past five (5) years, has the reporting entity:**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

### VI. CERTIFICATIONS/LICENSES
**Within the past five (5) years, has the reporting entity:**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

### VII. LEGAL PROCEEDINGS
**Within the past five (5) years, has the reporting entity:**

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

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered response if necessary:
**VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY**

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

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

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.0 Does the Reporting Entity have any Associated Entities?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Note: All questions in this section must be answered if the Reporting Entity is either:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>− An Organizational Unit; or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>− The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If “No,” SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If “Yes,” provide the name, address and EIN of each Associated Entity and its relationship to the Reporting Entity.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Any business-related activity; or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If “Yes,” provide an explanation of the issue(s), the individual involved, their title and role in the Associated Entity, identify the Associated Entity’s name(s), EIN(s), primary business activity, the individual’s relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over $50,000?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant’s name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.3 Within the past five (5) years, has any Associated Entity:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of $500,000?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### IX. ASSOCIATED ENTITIES

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

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

### X. FREEDOM OF INFORMATION LAW (FOIL)

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

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

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

### XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

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

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

The undersigned certifies that he/she:

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

Signature of Owner/Official

Printed Name of Signatory

Title

Name of Business

Address

City, State, Zip

Date
RFP Form H2

(RFP Form H2 to follow this page)
### BUSINESS ENTITY INFORMATION

<table>
<thead>
<tr>
<th>Legal Business Name</th>
<th>EIN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of the Principal Place of Business/Executive Office</th>
<th>New York State Vendor Identification Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Authorized Contact for this Questionnaire</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong></td>
</tr>
<tr>
<td><strong>Telephone</strong> ext.</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

### I. BUSINESS CHARACTERISTICS

#### 1.0 Business Entity Type – Please check appropriate box and provide additional information:

- (a) [ ] Corporation (including PC) 
  Date of Incorporation
- (b) [ ] Limited Liability Co. (LLC or PLLC) 
  Date Organized
- (c) [ ] Limited Liability Partnership 
  Date of Registration
- (d) [ ] Limited Partnership 
  Date Established
- (e) [ ] General Partnership 
  Date Established Country (if formed in NYS)
- (f) [ ] Sole Proprietor 
  How many years in business?
- (g) [ ] Other 
  Date Established

If Other, explain:

#### 1.1 Was the Business Entity formed in New York State?

☐ Yes ☐ No

If “No,” indicate jurisdiction where Business Entity was formed:

☐ United States State _____

☐ Other Country _____

#### 1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? Note: Select ‘not required’ if the Business Entity is a General Partnership.

☐ Yes ☐ No ☐ Not required

If “No,” explain why the Business Entity is not required to be registered in New York State.

#### 1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?

☐ Yes ☐ No

Explain and provide detail, such as ‘not required,’ ‘application in process,’ or other reasons for not being registered.
# I. BUSINESS CHARACTERISTICS

1.4 Is the Business Entity a Joint Venture? **Note:** If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the Joint Venture.  
   - [ ] Yes  
   - [ ] No

1.5 Does the Business Entity have an active Charities Registration Number?  
   - [ ] Yes  
   - [ ] No

   Enter Number: [ ]

   If exempt, explain: [ ]

   If an application is pending, enter date of application: [ ]

   Attach a copy of the application

1.6 Does the Business Entity have a DUNS Number?  
   - [ ] Yes  
   - [ ] No

   Enter DUNS Number

1.7 Is the Business Entity’s principal place of business/Executive Office in New York State?  
   - [ ] Yes  
   - [ ] No

If “No,” does the Business Entity maintain an office in New York State?  
   - [ ] Yes  
   - [ ] No

   Provide the address and telephone number for one New York Office.

1.8 Is the Business Entity’s principal place of business/executive office:

   - [ ] Owned
   - [ ] Rented  
     Landlord Name (if ‘rented’)  
   - [ ] Other  
     Provide explanation (if ‘other’)

   Is space shared with another Business Entity?  
   - [ ] Yes  
   - [ ] No

   Name of other Business Entity

   Address  

   City  

   State  

   Zip Code  

   Country

1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?  
   - [ ] Yes  
   - [ ] No

1.10 Identify current Key Employees of the Business Entity (include middle initial). Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
</tbody>
</table>

1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
</tr>
</tbody>
</table>

# II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates?  
   - [ ] Yes  
   - [ ] No

   Attach additional pages if necessary (If no, proceed to Section III)

<table>
<thead>
<tr>
<th>Affiliate Name</th>
<th>Affiliate EIN (If available)</th>
<th>Affiliate’s Primary Business Activity</th>
</tr>
</thead>
</table>

Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):  

Only

Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?  
   - [ ] Yes  
   - [ ] No

<table>
<thead>
<tr>
<th>Individual’s Name</th>
<th>Position/Title with Affiliate</th>
</tr>
</thead>
</table>
# III. CONTRACT HISTORY

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If “Yes,” attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

---

# IV. INTEGRITY – CONTRACT BIDDING

*Within the past five (5) years, has the Business Entity or any Affiliate*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?

| Yes | No |

4.1 Been subject to a denial or revocation of a government prequalification?

| Yes | No |

4.2 Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?

| Yes | No |

4.3 Agreed to a voluntary exclusion from bidding/contracting with a government entity?

| Yes | No |

4.4 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?

| Yes | No |

For each “Yes” answer, provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

---

# V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity or any Affiliate*

5.0 Been suspended, cancelled or terminated for cause on any government contract?

| Yes | No |

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?

| Yes | No |

5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?

| Yes | No |

For each “Yes” answer, provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

---

# VI. CERTIFICATIONS/LICENSES

6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?

| Yes | No |

If “Yes,” provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

---

# VII. LEGAL PROCEEDINGS

*Within the past five (5) years, has the Business Entity or any Affiliate*

7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?

| Yes | No |

7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?

| Yes | No |

7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?

| Yes | No |

7.3 Had any New York State Labor Law violation deemed willful?

| Yes | No |
## VII. LEGAL PROCEEDINGS

*Within the past five (5) years, has the Business Entity or any Affiliate*

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.4 Enter into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.5 Other than the previously disclosed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Been subject to the imposition of a fine or penalty in excess of $1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each “Yes” answer, provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

## VIII. LEADERSHIP INTEGRITY

*Note: If the Business Entity is a Joint Venture, answer ‘N/A- Not Applicable’ to questions 8.0 through 8.4.*

*Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to*

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.0 A sanction imposed relative to any business or professional permit and/or license?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.1 An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.2 An indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.3 Misdemeanor or felony charge, indictment or conviction for:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.4 A debarment from any government contracting process?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each “Yes” answer, provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.
**IX. FINANCIAL AND ORGANIZATIONAL CAPACITY**

<table>
<thead>
<tr>
<th>Section</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.0</td>
<td>Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If “Yes,” provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.1</td>
<td>Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over $25,000?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If “Yes,” provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.2</td>
<td>Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over $15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If “Yes,” provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant’s name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.3</td>
<td>Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If “Yes,” provide the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.4</td>
<td>During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If “Yes,” provide the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.5</td>
<td>During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If “Yes,” provide the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.6</td>
<td>During the past three (3) years, has the Business Entity or any Affiliates had any government audits?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>If “Yes,” did any audit reveal material weaknesses in the Business Entity’s system of internal controls</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>If “Yes,” did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>For each “Yes” answer, provide an explanation of the issue(s), the Business Entity or Affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
X. FREEDOM OF INFORMATION LAW (FOIL)

<table>
<thead>
<tr>
<th>10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Yes    □ No</td>
</tr>
</tbody>
</table>

Indicate the question number(s) and explain the basis for your claim.

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>ext.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Email</th>
</tr>
</thead>
</table>
Certification

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

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

The undersigned certifies that he/she:

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

Signature of Official

Printed Name of Signatory

Title

Name of Business

Address

City, State, Zip

Date
RFP Form I1

(RFP Form I1 to follow this page)
## New York State Consultant Services
### Contractor’s Planned Employment

From Contract Start Date Through the End of the Contract Term

<table>
<thead>
<tr>
<th>Employment Category</th>
<th>Number of Employees</th>
<th>Number of Hours to be Worked</th>
<th>Amount Payable Under the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total this Page: 0.00 0.00 $0.00

Grand Total: 0.00 0.00 $0.00

Name of person who prepared this report: __________________________
Title: __________________________________________
Preparer’s Signature: _________________________________
Date Prepared: / /
RFP Form I2

(RFP Form I2 to follow this page)
New York State Consultant Services
Contractor’s Annual Employment Report
Report Period: April 1, to March 31,

Contracting State Agency Name:
Contract Number: 
Agency Business Unit:
Contract Term: / to / 
Agency Department ID:
Contractor Name:
Contractor Address:
Description of Services Being Provided:

Scope of Contract (Choose one that best fits):
- [ ] Analysis
- [ ] Evaluation
- [ ] Research
- [ ] Training
- [ ] Data Processing
- [ ] Computer Programming
- [ ] Other IT consulting
- [ ] Engineering
- [ ] Architect Services
- [ ] Surveying
- [ ] Environmental Services
- [ ] Health Services
- [ ] Mental Health Services
- [ ] Accounting
- [ ] Auditing
- [ ] Paralegal
- [ ] Legal
- [ ] Other Consulting

<table>
<thead>
<tr>
<th>Employment Category</th>
<th>Number of Employees</th>
<th>Number of Hours Worked</th>
<th>Amount Payable Under the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total this Page</td>
<td>0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of person who prepared this report:
Title: 
Preparer’s Signature: 
Date Prepared: / 

(Use additional pages, if necessary)
RFP Form J

(RFP Form J to follow this page)
FINANCIAL STATEMENTS OR TAX RETURNS

Instructions: Provide financial statements or tax returns to this RFP Form J.
RFP Form K

(RFP Form K to follow this page)
Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

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

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

____________________________________________________

____________________________________________________

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

____________________________________________________

____________________________________________________

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

____________________________________________________

____________________________________________________

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

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

2. The fulfillment of obligations by the Proposer, as proposed in the response to this Solicitation, does not create a conflict of interest or detrimental effect with any agency constituting New York State Homes and Community Renewal.}

Solicitation, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Proposer has with regard to any existing contracts or agreements between the Proposer and HCR;

3. The fulfillment of obligations by the Proposer, as proposed in the response to this Solicitation, does not and will not compromise the Proposer’s ability to carry out its obligations under any existing contracts between the Proposer and HCR;

4. The fulfillment of any other contractual obligations that the Proposer has with HCR will not affect or influence its ability to perform under any contract with HCR resulting from this Solicitation;

5. During the negotiation and execution of any contract resulting from this Solicitation, the Proposer will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to HCR or the State of New York (“State”) as a whole including, but not limited to, any action or decision to divert resources from one HCR or State project to another;

6. In fulfilling obligations under each of its HCR contracts, if any, including any contract which results from this Solicitation, the Proposer will act in accordance with the terms of each of its HCR contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to HCR or the State as a whole including, but not limited to, any action or decision to divert resources from one HCR or State project to another;

7. No former officer or employee of HCR who is now employed by the Proposer, nor any former officer or employee of HCR who is now employed by the State, has played a role with regard to the administration of this procurement in a manner that may violate section 73(8)(a) of the Public Officers Law; and

8. The Proposer has not and shall not offer to any employee, member or director of HCR any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

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

Name: ___________________________ Title: ___________________________

Signature: ___________________________ Date: ___________________________

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

(RFP Form L to follow this page)
EVIDENCE OF ELIGIBILITY, LICENSURE AND/OR CERTIFICATION

Instructions: Provide evidence of eligibility, licensure and/or certification to this RFP Form L.
RFP Form M

(RFP Form M to follow this page)
RFP FORM M

SEXUAL HARASSMENT PREVENTION POLICY CERTIFICATION

_______________________________________ (referred to hereinafter as the “Organization”) will not tolerate sexual harassment in the workplace. As such, it is the policy of this Organization to ensure that all employees and those who come into contact with the Organization are able to enjoy an atmosphere free from sexual harassment as well as an atmosphere free from any inappropriate, unprofessional or unwelcome behavior of a sexual nature by employees or others working with or for the Organization, whether on Organization-owned premises or otherwise, including consultants and contractors. All employees, as well as others who work with or for the Organization, should familiarize themselves with the guidelines in this policy so they will understand what type of conduct is prohibited, and know the remedies available to employees, contractors or consultants who experience sexual harassment.

This policy is not meant to interfere with voluntary social relationships between individuals in the workplace, but this policy does prohibit those actions and behaviors that are unwanted and unwelcome and/or which create an intimidating, offensive, or hostile work environment.

The following policy statement supersedes all prior policy statements on this subject.

IT IS THE EXPRESS AND UNWAIVABLE POLICY OF THIS ORGANIZATION THAT:

1. Every employee, regardless of sex, race, color, religion, national origin, age, disability, marital status or sexual orientation has the right to a working environment free from sexual harassment. Sexual harassment has devastating economic, psychological and physical effects on its victims, its cost can be enormous in both human and financial terms, and such harassing behavior will not be tolerated.

2. The United States Equal Employment Opportunity Commission defines sexual harassment as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature. Such conduct constitutes sexual harassment when:
   - Submission to such conduct is either explicitly or implicitly made a term or condition of an individual’s employment;
   - Submission to or rejection of such conduct by an individual is used as a basis for employment decisions; or
   - Such conduct has the effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment includes any unwanted verbal or physical advance, sexually explicit derogatory statements, or sexually discriminatory remarks made by any level of staff in the workplace, that are offensive or objectionable to the recipient, cause the recipient discomfort or humiliation, or interfere with the recipient’s job performance. It also includes any such interactions with employees of other entities as well as the general public. It is important to note that behavior can be harassing in nature, regardless of the offender’s intent. The impact the behavior has on an individual takes precedence over the intent of the offender.
3. Sexual harassment may include a broad range of subtle and not so subtle behaviors. Examples of employee behavior in violation of this policy, which are by no means exhaustive, include the following:

- visual harassment: posters, magazines, calendars, etc.
- verbal harassment or abuse: repeated requests for dates, lewd comments, sexually explicit jokes, whistling, etc.
- offensive gestures or language
- subtle pressure for sexual activities
- touching, patting, pinching or kissing
- leering or ogling
- brushing up against another’s body
- promise of promotions, favorable performance evaluations, etc. in return for sexual favors
- implied or overt threats to a person’s job, promotion, performance evaluation, etc., if demands for sexual favors are rejected
- physical assault, rape;
- the display in the workplace of sexually suggestive objects or pictures including through the use of e-mail communications;
- unwanted flirtations, innuendoes, advances or propositions;
- verbal abuse of a sexual nature;
- graphic commentary about an individual’s body, sexual prowess or sexual deficiencies.

4. These types of behaviors are prohibited both in the actual workplace and in any location that can reasonably be regarded as an extension of the workplace.

5. Sexual harassment in the workplace discriminates on the basis of gender and is considered a violation of Section 703 of Title VII of the Civil Rights Act of 1964 as amended and the New York State Human Rights Law. Ignoring sexual harassment is tantamount to toleration and is impermissible.

6. Sexual harassment is considered a form of employee misconduct, and sanctions are to be consistently enforced against employees who engage in this behavior and against managerial and supervisory personnel who knowingly allow such to continue. It is the responsibility of all employees, regardless of level, to report a harassment complaint, once the employee becomes aware of the harassment or witnesses the harassment.

7. The first step towards eliminating sexual harassment from the workplace is prevention. Everyone should take steps to prevent sexual harassment from occurring.

8. Every employee has the right to redress, without fear of retaliation, when incidents of sexual harassment in the workplace occur. Employees who feel that discrimination has occurred on the basis of sexual harassment have certain rights under the law and have various administrative and legal remedies available to them. However, it has always been our goal to address and resolve these matters at the workplace through an internal
discrimination complaint procedure. Therefore, if an employee believes that he or she is a victim of sexual harassment, they are encouraged to follow the internal procedures outlined below. All employees are encouraged to report observations of sexual harassment affecting other employees. All conversations and materials will be held in strict confidence, to the extent possible. Employees found to have intentionally engaged in false claims of sexual harassment will be subject to disciplinary actions.

9. Employees who believe that they are being subjected to any form of sexual harassment, as defined above, should immediately report the incident(s) to any of the following: (1) supervisor or manager in their direct line of supervision; or either (2) (a) the Affirmative Action Office or (b) the Office of Human Resource Management. A supervisor or manager who receives a report of sexual harassment shall contact the Office of Human Resource Management or Affirmative Action Office. Supervisors and Managers should not attempt to handle reports of continuing harassment on their own. These complaints will be accepted orally or in writing by completing a “Discrimination Complaint Form,” which is available from the Office of Human Resource Management, the Affirmative Action Office.

10. All complaints, whether in writing or not, will be investigated promptly by the Affirmative Action Office and the Office of Human Resource Management. After completing the investigation, the investigatory parties will issue a written report wherein alternatives are provided regarding how the complaint should be resolved, including whether disciplinary action is appropriate. The complainant and the accused will be informed of the disposition of the case.

11. No employee will suffer retaliation or intimidation as a result of using the above explained internal complaint procedure or acting as a witness in connection with a sexual harassment complaint investigation. Retaliation against employees for providing information related to, or assisting in, the investigation of complaints of discrimination and/or harassment, or for voicing opposition to unlawful discrimination is also prohibited. Retaliation or discriminatory harassment is unlawful and will be cause for disciplinary action and subject the perpetrator to liability under law.

12. Due to the sensitivity of sexual harassment issues, all employees can be assured that each case will be investigated in a confidential manner in order to protect the rights of the complainant and the accused. Anyone who has observed sexual harassment or retaliation should report it to the above-designated persons or offices. A complaint need not be filed only by someone who was the target of harassment or retaliation.

13. A written record of actions taken pursuant to the policy will be placed in the offending employee’s personnel file. The record will reflect the conduct, and the warning given, or other discipline imposed.

14. An effective sexual harassment policy requires the support and example of agency personnel in positions of leadership and authority. Employees who engage in sexual harassment or retaliation or who fail to cooperate with company-sponsored investigations of sexual harassment or retaliation may be subject to discipline. By the same token, those
who refuse to implement remedial measures, obstruct the remedial efforts of other employees, and/or retaliate against sexual harassment complainants or witnesses may also be subject to discipline. Copies of this sexual harassment policy are available from the Office of Human Resource Management, the Affirmative Action Office, and the company’s intranet or internet site.

Any employee who wants further information or requires assistance in identifying employment discrimination and ways to prevent employment discrimination, should contact their supervisor or manager or either the Office of Human Resource Management or the Affirmative Action Office.

Name of Organization / Proposer: ________________________________

Signature: ________________________________

Name and Title: ________________________________

Date: ________________________________

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

(RFP Form N to follow this page)
Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

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

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

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

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

- [ ] 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

- [ ] 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

- [ ] 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

- [ ] 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

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

Vendor Name: ________________________________
(legal entity)

By: ________________________________
(signature)

Name: ________________________________

Title: ________________________________

Date: ________________________________
RFP Form O

(RFP Form O to follow this page)
**EQUAL EMPLOYMENT OPPORTUNITY**
**STAFFING PLAN**
Submit with Bid or Proposal – Instructions on page 2

<table>
<thead>
<tr>
<th>Solicitation/Program Name:</th>
<th>Report includes:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Workforce to be utilized on this contract</td>
</tr>
<tr>
<td></td>
<td>□ Contractor/Subcontractor’s total work force</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Offeror’s Name:</th>
<th>Reporting Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ Contractor</td>
</tr>
<tr>
<td></td>
<td>□ Subcontractor</td>
</tr>
</tbody>
</table>

| Offeror’s Address: | Subcontractor’s name__________ |

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

<table>
<thead>
<tr>
<th>EEO-Job Category</th>
<th>Total Workforce</th>
<th>Workforce by Gender</th>
<th>Workforce by Race/Ethnic Identification</th>
<th>Disabled</th>
<th>Veteran</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Male (M)</td>
<td>Total Female (F)</td>
<td>White (M)</td>
<td>Black (M)</td>
<td>Hispanic (M)</td>
</tr>
<tr>
<td>Officials/Administrators</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Maintenance Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Skilled Craft Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paraprofessionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protective Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**PREPARED BY (Signature):**

**TELEPHONE NO.:**
**DATE:**
**EMAIL ADDRESS:**

**NAME AND TITLE OF PREPARER (Print or Type):**

**SUBMIT COMPLETED WITH BID OR PROPOSAL**
General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor’s or subcontractor’s total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor’s or subcontractor’s total work force, the Offeror shall complete this form for the contractor’s or subcontractor’s total work force.

Instructions for completing:
1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors’ total workforce.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading ‘Workforce by Gender’
6. Break down the total work force by race/ethnic background and enter under the heading ‘Work force by Race/Ethnic Identification’. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION
Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.

- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

- **GENDER** Male (M) or Female (F)
RFP Form P

(RFP Form P to follow this page)
### Utilization Plan (PROC-2)

Utilization of certified minority- and women-owned businesses for non-commercially useful functions may not be counted towards utilization of certified minority and women-owned businesses. **MWBE**

Utilization of service-disabled veteran-owned businesses for non-commercially useful functions may not be counted towards utilization of certified service-disabled veteran-owned businesses. **SDVOB**

<table>
<thead>
<tr>
<th>Project ID or SHARS#</th>
<th>Contract Amount</th>
<th>Funding Amount</th>
<th>MBE % Required</th>
<th>WBE % Required</th>
<th>SDVOB % Required</th>
<th>Plan Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td></td>
<td>15.00%</td>
<td>15.00%</td>
<td>6.00%</td>
<td>initial</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Developer/Grantee Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
</tbody>
</table>

### Subcontractor Information

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Firm Address</th>
<th>Firm Telephone Number</th>
<th>Firm Federal ID#</th>
<th>Firm MWBE Certification Type</th>
<th>Firm SDVOB Certification Type</th>
<th>General Description of Work to be Performed</th>
<th>Dollar Value of Contract</th>
<th>Start</th>
<th>Completion</th>
</tr>
</thead>
</table>

### Anticipated Contract Dates

<table>
<thead>
<tr>
<th>Name of Company Official</th>
<th>Name of Company</th>
<th>Title</th>
<th>Date</th>
<th>Comments</th>
</tr>
</thead>
</table>

Pursuant to Executive Law Article 15-A, my firm proposes to use the certified MWBE firms listed below. Pursuant to Executive Law Article 17-B, my firm proposes to use the certified SDVOB firms listed below.

By completing this form, I hereby certify this to be an accurate representation of my firm's intentions.
RFP Form Q

(RFP Form Q to follow this page)
REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.

<table>
<thead>
<tr>
<th>Offeror/Contractor Name:</th>
<th>Federal Identification No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Solicitation/Contract No.:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>M/WBE Goals: MBE % WBE %</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.

Contractor is requesting a:

1. ☐ MBE Waiver – A waiver of the MBE Goal for this procurement is requested. ☐ Total ☐ Partial

2. ☐ WBE Waiver – A waiver of the WBE Goal for this procurement is requested. ☐ Total ☐ Partial

3. ☐ Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: ________________

PREPARED BY (Signature): 

Date:

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR’S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Name and Title of Preparer (Printed or Typed): 

Telephone Number: 

Email Address: 

Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit:

New York State Homes & Community Renewal  
Office of Economic Opportunity and Partnership Development  
641 Lexington Ave, 4th Floor  
New York, NY 10022

Email to: Econ.Opportunity@nyshcr.org

Waiver Granted: ☐ YES ☐ Total ☐ Partial ☐ Conditional

☐ Total Waiver ☐ ESD Certification Waiver ☐ Notice of Deficiency Issued

*Comments: ________________________________
REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box #3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.

2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.

3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.

4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.

5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.

6. Provide copies of responses made by certified M/WBEs to your solicitations.

7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.

8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.

9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.

10. Provide the name, title, address, telephone number, and email address of offeror/contractor’s representative authorized to discuss and negotiate this waiver request.

11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:
Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.
RFP Form R

(RFP Form R to follow this page)
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _________________________, the (awardee/contractor)____________________ agree to adopt the following policies with respect to the project being developed or services rendered for (name agency/ies or project location)__________________________________________________

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
(2) Request a list of State-certified M/WBEs from Agency(ies) and solicit bids from them directly.
(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
(6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.
(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _______ day of ____________________, 2___________

By __________________________________________
Print: _____________________________________ Title:  ___________________________
________________________ is designated as the Minority Business Enterprise Liaison

He/she is responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

20% Minority and Women’s Business Enterprise Participation

10% Minority Business Enterprise Participation

10% Women’s Business Enterprise Participation

**EEO Contract Goals**

___% Minority Labor Force Participation

___% Female Labor Force Participation
RFP Form S

(RFP Form S to follow this page)
Company Demographic Profile

Enter the total number of employees in each category identified below.

<table>
<thead>
<tr>
<th>Job Categories</th>
<th>Total Number of Employees</th>
<th>Report Employees in only one racial/ethnic category</th>
<th>Non-Hispanic or Latino</th>
<th>Disabled</th>
<th>Veteran (military service between 1/1/1963-5/7/1975)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>White</td>
<td>Black or African American</td>
<td>Native Hawaiian or other Pacific Islander</td>
<td>Asian</td>
</tr>
<tr>
<td>Officials/Administrators</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office/Clerical</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Services Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Temporary/Apprentices</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016 Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015 Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014 Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Note: Proposers may attach the Employer Information Reports EEO-1 for the last 3 years instead of completing the above table)
RFP Form T

(RFP Form T to follow this page)
EEOC Statement

of the

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

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

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

______________ Respond YES or NO.

If YES, provide explanation:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

_________________________________________________________

Respondent’s Signature                                                  Date of Respondent’s Signature

_________________________________
Print Name of Respondent
RFP Form U

(RFP Form U to follow this page)
Diversity Practices Questionnaire

I, ___________________, as __________________ (title) of_______________ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties assigned to the position and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company’s gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company’s clients or customers?

3. What percentage of your company’s overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company’s clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years and such

¹ Do not include onsite project overhead.
² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.
training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprises focused mentor protégé program?

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprises supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official ______________________________________________________

Printed Name of Signatory ______________________________________________________

Title ______________________________________________________

Name of Business ______________________________________________________

Address ______________________________________________________

City, State, Zip ______________________________________________________
STATE OF _______________________________
COUNTY OF                                    ) ss:

On the ______ day of __________, 201_, before me, the undersigned, a Notary Public in and for the State of __________, personally appeared _______________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

__________________________________________
Notary Public
APPENDIX A

(Appendix A to follow this page)
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Executory Clause</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Non-Assn Assignment Clause</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Comptroller’s Approval</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Workers’ Comp. Benefits</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Non-Discrimination Requirements</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Wage and Hours Provisions</td>
<td>3-4</td>
</tr>
<tr>
<td>7</td>
<td>Non-Collusive Bidding Certification</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>International Boycott Prohibition</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Set-Off Rights</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>Records</td>
<td>4</td>
</tr>
<tr>
<td>11</td>
<td>Identifying Information and Privacy Notice</td>
<td>4</td>
</tr>
<tr>
<td>12</td>
<td>Equal Employment Opportunities For Minorities and Women</td>
<td>5</td>
</tr>
<tr>
<td>13</td>
<td>Conflicting Terms</td>
<td>5</td>
</tr>
<tr>
<td>14</td>
<td>Governing Law</td>
<td>5</td>
</tr>
<tr>
<td>15</td>
<td>Late Payment</td>
<td>5</td>
</tr>
<tr>
<td>16</td>
<td>No Arbitration</td>
<td>5</td>
</tr>
<tr>
<td>17</td>
<td>Service of Process</td>
<td>5</td>
</tr>
<tr>
<td>18</td>
<td>Prohibition on Purchase of Tropical Hardwoods</td>
<td>5-6</td>
</tr>
<tr>
<td>19</td>
<td>MacBride Fair Employment Principles</td>
<td>6</td>
</tr>
<tr>
<td>20</td>
<td>Omnibus Procurement Act of 1992</td>
<td>6</td>
</tr>
<tr>
<td>21</td>
<td>Reciprocity and Sanctions Provisions</td>
<td>6</td>
</tr>
<tr>
<td>22</td>
<td>Compliance with Breach Notification and Data Security Laws</td>
<td>6</td>
</tr>
<tr>
<td>23</td>
<td>Compliance w/ Consultant Disclosure Law</td>
<td>6</td>
</tr>
<tr>
<td>24</td>
<td>Procurement Lobbying</td>
<td>7</td>
</tr>
<tr>
<td>25</td>
<td>Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors</td>
<td>7</td>
</tr>
<tr>
<td>26</td>
<td>Iran Divestment Act</td>
<td>7</td>
</tr>
<tr>
<td>27</td>
<td>Admissibility of Contract</td>
<td>7</td>
</tr>
</tbody>
</table>
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in
accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the “Records”). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the “Statute”) provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State’s right to discovery in any pending or future litigation.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.
12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women’s Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

June 2023
24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

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

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

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

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

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

(Appendix B to follow this page)
United States Department of Energy ("DOE")
Federal Award Terms and Conditions

Please be advised that successful bidders ("recipients") will be required to agree to the provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Additional Terms and Conditions:

1. Performance of Work in the United States
   a. All work performed under this Award must be performed in the United States. This requirement does not apply to the purchase of supplies and equipment; however, every effort must be made every effort to purchase supplies and equipment within the United States.
   b. Failure to Comply – No reimbursement will be made for work conducted outside the United States and such costs may not be recognized as allowable if the work is performed by the Recipient, subcontractors, vendors or other project partners.

2. Real Property. No real property may be acquired or improved with funds made available pursuant to this RFP.

3. Equipment
   a. Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.
   b. Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).
   c. Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).
   d. When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.
   e. Disposition will be made as follows: (a) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (c) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).
   f. See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.
APPENDIX B

4. Audits
   a. Government-Initiated Audits
      i. The Recipient is required to provide any information, documents, site
         access, or other assistance requested by EERE, DOE or Federal auditing
         agencies (e.g., DOE Inspector General, Government Accountability Office)
         for the purpose of audits and investigations. Such assistance may include,
         but is not limited to, reasonable access to the Recipient’s records relating to
         this Award.
      ii. Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may
          audit the Recipient’s financial records or administrative records relating to
          this Award at any time. Government-initiated audits are generally paid for
          by DOE.
      iii. DOE may conduct a final audit at the end of the project period (or the
           termination of the Award, if applicable). Upon completion of the audit, the
           Recipient is required to refund to DOE any payments for costs that were
           determined to be unallowable. If the audit has not been performed or
           completed prior to the closeout of the award, DOE retains the right to
           recover an appropriate amount after fully considering the recommendations
           on disallowed costs resulting from the final audit.
      iv. DOE will provide reasonable advance notice of audits and will minimize
          interference with ongoing work, to the maximum extent practicable.
   b. Annual Independent Audits (Single audit or Compliance audit)
      i. The Recipient is required to comply with the annual independent audit
         requirements in 2 CFR 200.500 through 521 for institutions of higher
         education, nonprofit organizations and state and local governments (Single
         audit), and 2 CFR 910.500 through 521 for for-profit entities (Compliance
         audit). The annual independent audits are separate from Government-
         initiated audits discussed in paragraph (a) of this Term, and must be paid
         for by the Recipient. To minimize expense, the Recipient may have a
         compliance audit in conjunction with its annual audit of financial
         statements.

5. Allowable Costs
   a. HCR determines the allowability of costs through reference to 2 CFR part 200 as
      amended by 2 CFR part 910. All project costs must be allowable, allocable, and
      reasonable. The Recipient must document and maintain records of all project costs,
      including, but not limited to, the costs paid by Federal funds, costs claimed by
      subcontractors and project costs that the Recipient claims as cost sharing, including
      in-kind contributions. The Recipient is responsible for maintaining records
      adequate to demonstrate that costs claimed have been incurred, are reasonable,
      allowable and allocable, and comply with the cost principles. Upon request, the
      Recipient is required to provide such records to HCR or to the Federal government.
      Such records are subject to audit. Failure to provide adequate supporting
      documentation may result in a determination that those costs are unallowable.
   b. The Recipient is required to obtain the prior written approval from HCR for any
      foreign travel costs.
APPENDIX B

6. Use of Program Income
   a. If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and use it to further eligible project objectives. Any such use of program income must be reported to HCR in accordance with the requirements of its Policy and Procedures Manual or other guidance provided by HCR.

7. Indirect Costs
   a. The Recipient must ensure that its indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this award and 2 CFR part 200 as amended by 2 CFR part 910.

8. Reporting Executive Compensation
   a. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient shall report the names and total compensation of each of its five most highly compensated executives for the preceding completed fiscal year, if
      i. In the recipient's preceding fiscal year, the recipient received;
         1. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
         2. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
      ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm)
   b. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
      i. To HCR.
      ii. By the end of the month following the month during which the Recipient receives the award. For example, if an award is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

9. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
   a. Salary and bonus.
b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

10. System for Award Management and Universal Identifier Requirements

a. Requirement for Registration in the System for Award Management (SAM)
   Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.
   If the Recipient had an active registration in the CCR, it has an active registration in SAM.

b. Requirement for Data Universal Numbering System (DUNS) Numbers
   The Recipient will not receive an award from HCR unless it has provided its DUNS number.

c. Definitions
   For purposes of this award term:
   i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).
   ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).
   iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
      1. A Governmental organization, which is a State, local government, or Indian Tribe;
      2. A foreign public entity;
      3. A domestic or foreign nonprofit organization;
      4. A domestic or foreign for-profit organization; and
APPENDIX B

5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

11. Nondisclosure and Confidentiality Agreements Assurances
   a. By entering into this agreement, the Recipient attests that it does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
   b. The Recipient further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
   c. “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
   d. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
   e. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

12. Conference Spending
   a. The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an
APPENDIX B

Inspector General), of the date, location, and number of employees attending such conference.

13. Intellectual Property
   a. Intellectual property rights are subject to 2 CFR 200.315 or 910.362.
APPENDIX C

(Appendix C to follow this page)
NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL
STATE OF NEW YORK MULTI-YEAR AGREEMENT FOR SERVICES

This Contract is made by and between the New York State Division of Housing and Community Renewal (STATE) and the CONTRACTOR identified on the face page.

WITNESSETH:

WHEREAS, the STATE has formally requested vendors to submit bid proposals for the ________________ (Services) described in Appendix ___, for which bids were opened on the date noted on the face pages of this Contract; and the STATE seeks to award in part to the CONTRACTOR as the successful bidder for the Services described in Appendix ___, and the CONTRACTOR covenants that it is willing and able to undertake the Services and provide the necessary materials, labor and equipment.

NOW THEREFORE, in consideration of the terms, promises, responsibilities, and covenants set forth below the parties agree as follows:

I. General Terms and Conditions

A. This Contract incorporates the face pages attached and all of the marked appendices identified on the face page.
B. The maximum compensation for the Contract term of this Contract shall not exceed the amount specified on the face page.
C. This Contract may be renewed for an additional period (PERIOD), as specified on the face page.
D. To amend or exercise any renewal option of this Contract, the parties shall prepare new appendices, to the extent that any require modification, and a Contract Amendment Form in the format provided by the STATE (Appendix X). Any terms of this Contract not modified shall remain in effect for each PERIOD of the Contract. The Contract Amendment Form is subject to the approval of the Office of the State Comptroller. This Contract may not be amended orally. The CONTRACTOR shall not make any changes in the scope of work at any time without prior authorization in writing from the STATE and without prior approval in writing of the amount of compensation for such changes.
E. Appendix A (Standard Clauses as required by the Attorney General for all State Contracts) takes precedence over all other parts of the Contract.
F. For the purposes of this Contract, the term “Proposal” includes all Appendix D documents as marked on the face page.
G. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.
The CONTRACTOR agrees, throughout the term of this Contract, to maintain, at CONTRACTOR’S expense, those benefits to which its employees are entitled by law, including health benefits, any necessary insurance for its employees, including professional liability, worker’s compensation, disability and unemployment insurance, and to provide the STATE with certification of such insurance upon request. The CONTRACTOR remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

For the purposes of this Contract, the Appendix C includes all Request for Proposal (RFP) or Funding Availability Solicitation (FAS) documents including questions and answer documents, amendments and attachments.

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

The STATE will make no allowance or concession to a CONTRACTOR for any alleged misunderstanding or deception because of quantity, quality, character, location or other conditions.

The CONTRACTOR shall have a representative to provide supervision of the work which CONTRACTOR employees are performing to ensure complete and satisfactory performance with the terms of this Contract. This representative shall also be authorized to receive and put into effect promptly all orders, directions and instructions from the STATE. A confirmation in writing of such orders or directions will be given by the STATE when so requested from the CONTRACTOR.

If the STATE is of the opinion that the services required by the specifications cannot satisfactorily be performed because of insufficiency of personnel, the STATE shall have the authority to require the CONTRACTOR to use such additional personnel, to take such steps necessary to perform the services satisfactorily at no additional cost to the STATE.

The STATE shall conduct any inspection at a time during normal business hours where the activities of the work under this Contract is taking place and in a manner so as not to unreasonably disrupt the CONTRACTOR’S business. During its inspection the STATE may view and audit any materials related to this Contract.

No failure by the STATE at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Contract shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

II. Payment and Reporting

The CONTRACTOR shall submit complete and accurate invoices, together with supporting documentation required by this Contract, the STATE and the State Comptroller, to the STATE’s designated payment office in order to receive payment to one of the following addresses:

1. Preferred Method: Email a .pdf copy of your signed invoices to the Business Service Center (BSC) at: accountspayable@ogs.ny.gov with a subject field as follows:
Subject: Contract HCR01-XXXXXXX-1170000 – Invoice No. XXX
(Note: Do not send a paper copy in addition to your emailed invoice.)

For electronical submissions, the subject line of each email should include the Invoice Number and Contract Number as shown above (do not also send a paper copy of the invoice).

2. Alternate Method: Mail vouchers to BSC at the following U.S. postal address:

New York Division of Housing and Community Renewal

c/o New York State Office of General Services

Unit ID: 1170000

Building 5, 5th Floor

1220 Washington Avenue

Albany, New York 12226-1900

B. Payment of such invoices and/or vouchers by the STATE shall be made in accordance with Article XI-A of the New York State Finance Law.

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary STATE procedures and practices. The CONTRACTOR shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/epay/index.htm, by email at helpdesk@sfs.ny.gov or by telephone at 1-855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at http://www.osc.state.ny.us/vendors/vendorguide/guide.htm.

Payment terms shall be:

Payment will be made for Services provided by the CONTRACTOR to the STATE upon satisfactory completion of Services rendered and receipt of an invoice by the Contractor, in accordance with Hourly Rates and Fees outlined in Exhibit A.1 of Appendix D of this Agreement. Invoices must be submitted monthly and include the information indicated below:

1. Contractor Legal Name and Contractor Remittance Address
2. Contract Number and the applicable Purchase Order Number
3. Statewide Financial System Vendor Information Number
4. Invoice Number and Invoice Date
5. Name and Title of the Services Rendered
6. Date(s) that Services are rendered
7. Number of Billable Hours
8. Description of Fee or Service(s) Provided
9. Hourly Rate, pursuant to the Hourly Rates in Appendix D
10. Total Amount Due

The “Hourly Rate” shall be considered inclusive of the components outlined in Section XX of the Request for Proposals, attached hereto as Appendix D. In no event will reimbursement for travel be approved under the Agreement for travel rates which exceed the per diem rates outlined in the Office of the State Comptroller (“OSC”) Travel Manual (“State Travel Guidelines”), hyperlinked herein and downloadable at the following URL: http://osc.state.ny.us/agencies/travel/manual.pdf. All rules and regulations associated with this travel can be found within the OSC Travel Manual. The Contractor shall request prior written approval from DHCR for any travel that occurs during the term of the Agreement. The Contractor is responsible for keeping adequate records to substantiate any claims for reimbursement, by personnel, for travel in performance of the Services.

III. Term and Termination

A. Upon approval of the Office of the State Comptroller this Contract shall be effective for the term as specified on the face page.

B. This Contract may be terminated by mutual written agreement of the Contracting parties.

C. This Contract may be terminated by the STATE for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this Contract, including the attachments hereto, provided that the STATE shall give the CONTRACTOR written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving CONTRACTOR’S receipt therefore, such written notice to specify the CONTRACTOR’S failure and the termination of this Contract. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the STATE. The CONTRACTOR agrees to incur no new obligations nor to claim for any expenses made after receipt of the notification of termination.

D. This Contract may be deemed terminated immediately at the option of the STATE upon the filing of a petition in bankruptcy or insolvency, by or against the CONTRACTOR. Such termination shall be immediate and complete, without termination costs or further obligations by the STATE to the CONTRACTOR.

E. The STATE reserves the right to stop the work being performed under this Contract at any time that the STATE deems the CONTRACTOR to be unwilling or unable to perform the work to the satisfaction of the STATE. In the event of such cessation of work, and where the CONTRACTOR has been afforded an opportunity to cure its inability to adequately perform within a reasonable time as specified by the STATE, but not to exceed 30 days, and the CONTRACTOR has failed to remedy such defect of performance to the satisfaction of the STATE, the STATE shall have the right to terminate this Contract and to arrange for the completion of the work in such manner as the STATE may deem advisable; and if the cost of having the work completed by a replacement
CONTRACTOR exceeds the amount of the initially awarded Contract, the initial CONTRACTOR and its surety shall be liable to the STATE for any excess cost on account thereof.

F. This Contract may be canceled at any time by the STATE giving to the CONTRACTOR not less than 30 days written notice that on or after a date therein specified this Contract shall be deemed terminated and canceled.

G. Provisions Upon Default

1. In the event that the CONTRACTOR, through any cause, fails to perform any of the terms, covenants or promises of this Contract, the STATE thereupon have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the CONTRACTOR.

2. If, in the judgment of the STATE, the CONTRACTOR acts in such a way which is likely to or does impair or prejudice the interests of the STATE, the STATE shall thereupon have the right to terminate this Contract by giving notice in writing of the fact and date of such termination to the CONTRACTOR. The CONTRACTOR shall receive equitable compensation for such services as shall, in the judgment of the State Comptroller, have been satisfactorily performed by the CONTRACTOR prior to the effective date of termination of this Contract, such compensation shall not exceed the total cost incurred for the work which the CONTRACTOR was engaged in at the time of termination, subject to audit by the State Comptroller.

H. Upon termination of this Contract, the following shall occur:

1. CONTRACTOR shall make available to the STATE for examination all data, records and reports relating to this Contract;

2. Except as otherwise provided in this Contract, the liability of the STATE for payments to the CONTRACTOR and the liability of the CONTRACTOR for services hereunder shall cease.

IV. Contract Insurance Requirements

A. Prior to the start of work under this Contract, the CONTRACTOR shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" or better or as acceptable to the STATE. Before commencing performance of the work, the CONTRACTOR shall deliver to the STATE evidence of such policies in a form acceptable to the STATE. These policies must be written in accordance with the requirements of the paragraphs below, as applicable. The STATE may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the STATE to accept insurance placed with a non-authorized carrier under any circumstances. Conditions Applicable to Insurance. All
policies of insurance required by this Contract must meet the following requirements:

1. **Coverage Types and Policy Limits.** The types of coverage and policy limits required from the CONTRACTOR are specified in subsection 11.4.5(v) Coverages and Limits of Appendix C.

2. **Policy Forms.** Except as may be otherwise specifically provided herein or agreed in writing by the STATE, policies must be written on an occurrence basis. Under certain circumstance, the STATE may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the CONTRACTOR must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the STATE prior to the policy’s expiration or cancellation.

3. **Certificates of Insurance/Notices.** CONTRACTOR shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the STATE, before commencing any work under this Contract. Certificates shall reference the Contract Number. Certificates shall be mailed to:

   New York State Division of Housing and Community Renewal  
   Attn: Contracts Unit  
   641 Lexington Avenue, 4th Floor  
   New York, New York 10022

   Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least 30 days prior written notice except for non-payment as required by law to the STATE at the address specified above in this paragraph. In addition, if required by the STATE, the CONTRACTOR shall deliver to the STATE within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of Insurance shall:

a. Be in the form approved by the STATE.

b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by this Contract.

c. Specify the Additional Insureds and Named Insureds as required herein.

d. Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate,

e. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and

f. Be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance, Supplemental Insurance
Certificates, and other attachments) will be accepted. Electronic forms will be accepted as original documents, provided the subject electronic document can be directly traced back to the insurance carrier, agent, or broker via email distribution or similar means.

4. Primary Coverage. The liability and protective liability insurance policies shall provide primary and non-contributory coverage to the STATE for any claim arising from the CONTRACTOR’s Work under this contract, or as a result of the CONTRACTOR’s. The CONTRACTOR must also require their subcontractors to carry the specified insurance levels that will protect the CONTRACTOR, the STATE and the Additional Insureds from claims which may result from the CONTRACTOR’s operations or performance of the work, whether such operations be conducted by the CONTRACTOR, subcontractor, or anyone directly employed or acting as an agent by either for whose act any may be liable. Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of the work, or that remove or modify the “insured contract” exception to the employer’s liability exclusion, or that do not cover the additional insured for claims involving injury or employees of the named insured or subcontractors, are not acceptable.

5. Policy Renewal/Expiration. At least two weeks prior to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the STATE than the expiring policies shall be delivered to the STATE in the manner required for service of notice in subsection B.3. Certificates of Insurances/Notices of this Section. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract or proof thereof is not provided to the STATE, the CONTRACTOR shall immediately cease work under this Contract.

6. The CONTRACTOR shall not resume work under this Contract until authorized to do so by the STATE. Any delay, time lost, or additional cost incurred as a result of the CONTRACTOR not having insurance required by this Contract or not providing proof of same in a form acceptable to the STATE shall not give rise to a delay claim or any other claim against the STATE. Should the CONTRACTOR fail to provide or maintain any insurance required by this Contract, or proof thereof is not provided to the STATE, the STATE may withhold further Contract payments, treat such failure as a breach of the Contract, and/or, after providing written notice to the CONTRACTOR, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with this Contract and charge back such purchase to the CONTRACTOR.

7. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductible/self-insured retentions above $100,000.00, which are subject to approval from the STATE. Additional surety/security may be required in certain circumstances. The CONTRACTOR shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.
8. Subcontractors. Should the CONTRACTOR engage a subcontractor, the CONTRACTOR shall endeavor to impose the insurance requirements of this document on the subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. Proof thereof shall be supplied to the STATE.

B. Specific Coverages and Limits

The types of insurance and minimum policy limits shall be in accordance with the limits specified in Section XX of Appendix C.

1. Workers’ Compensation

For work to be performed in New York State, the CONTRACTOR shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the NYS Workers’ Compensation Law. The CONTRACTOR shall provide notice to the STATE immediately if CONTRACTOR’S Worker’s Compensation coverage has lapsed or terminated during the PERIOD of this Contract.

If the Contract involves work on or near a shoreline, a U.S. Longshore and Harbor Workers’ Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the STATE and will only be granted in unique or unusual circumstances.

Unless the CONTRACTOR is a political sub-division of New York State, evidence of Workers’ Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Commissioner of the Workers’ Compensation Board:

a. C-105.2 (September 2007, or most current version) – Certificate of Workers’ Compensation Insurance.


c. GSI-105/SI-12 – Certificate of Workers’ Compensation Self Insurance.

d. CE-200 – Certificate of Attestation of Exemption (If CONTRACTOR meets the requirements)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.
2. Disability Benefits

For work to be performed in New York State, the CONTRACTOR shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the STATE and will only be granted in unique or unusual circumstances. The CONTRACTOR shall provide notice to the STATE immediately if CONTRACTOR’S Disability coverage has lapsed or terminated during the PERIOD of this Contract.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers’ Compensation Board:

a. DB-120.1 (May 2006 or most current version) – Certificate of Insurance Coverage under the NYS Disability Benefits Law
b. DB-155 – Certificate of Disability Self Insurance
c. CE-200 – Certificate of Attestation of Exemption

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

3. Commercial General Liability

For work to be performed in New York State, the CONTRACTOR shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the CONTRACTOR for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Contract, using form CG 00 01 12 07 or a policy providing equivalent coverage.

Coverage shall include, if applicable, the following:

a. premises liability;
b. independent contractors/subcontractors;
c. blanket Contractual liability, including tort liability of another assumed in a Contract;
d. defense and/or indemnification obligations, including obligations assumed under this Contract;
e. cross liability for additional insureds;
f. products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this Contract;
g. explosion, collapse, and underground hazards;
h. CONTRACTOR means and methods;
i. liability resulting from Section 240 or Section 241 of the New York State Labor Law; and

The following ISO forms must be endorsed to the policy:

a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
b. CG 20 10 11 85 or an equivalent – Additional Insured-Owner, Lessees or CONTRACTORS (Form B)
c. **CG 25 03 11 85 or an equivalent** – Designated Construction Project(s) general aggregate limit (only required for construction Contracts).

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction Contracts.

Policies shall name the STATE, the New York State Office of Temporary and Disability Assistance and their officers, employees and agents as Additional Insureds, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. The CGL policy, and any umbrella/excess policies used to meet the "Each Occurrence" limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non-contributing with any other insurance maintained by the STATE. Any other insurance maintained by the STATE shall be in excess of and shall not contribute with the CONTRACTOR'S or subcontractor's insurance, regardless of the “Other Insurance” clause contained in either party’s policy of insurance.

4. Commercial Automobile Liability

Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars and shall name the State of New York as additional insured. The limits may be provided through a combination of primary and umbrella/excess liability policies. If this Contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.

5. Umbrella and Excess Liability

When the limits of the CGL, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified, the CONTRACTOR shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the STATE or any additional insured shall be considered excess of and shall not contribute with any other insurance procured and maintained by the CONTRACTOR including primary, umbrella and excess liability regardless of the “other insurance” clause contained in either party’s policy.
6. Fidelity Bond (Crime Liability)

A Blanket Employee Honestly Bond shall be maintained with STATE and the Office of Temporary Disability Assistance as named insureds, with a blanket rider for non-compensated board members (officers) in an amount which represents the larger of $100,000 or 30% of the total single-year budget amount.

V. Conflicts of Interest

A. Prior to the execution of this Contract, the CONTRACTOR shall provide to the STATE a form (Exhibit A.2, Contractor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the CONTRACTOR’S performance of the services does not and will not create a conflict of interest with, nor position the CONTRACTOR to breach any other Contract currently in force with the State of New York, that the CONTRACTOR will not act in any manner that is detrimental to any State of New York project in which the CONTRACTOR is rendering services.

B. The CONTRACTOR hereby reaffirms the attestations made in Exhibit A and further covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the CONTRACTOR'S satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Contract. The CONTRACTOR shall have a duty to notify the STATE immediately of any actual or potential conflicts of interest.

C. In conjunction with any subcontract under this Contract, the CONTRACTOR shall obtain and deliver to the STATE, prior to entering into a subcontract, Exhibit A Contractor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The CONTRACTOR shall also require in any subcontracting contract that the subcontractor, in conjunction with any further subcontracting contract, obtain and deliver to the STATE a signed and completed Contractor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

D. The CONTRACTOR shall disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated entity which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the CONTRACTOR or former officers and employees of the STATE and its affiliates, in connection with your rendering services enumerated in this Contract. If a conflict does or might exist, please describe how you will eliminate or prevent it. Indicate what procedures will be followed to detect, notify the STATE of, and resolve any such conflicts. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

E. The CONTRACTOR shall disclose whether it or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics, or its predecessors or its predecessor entities (collectively, “Commission”), and if so, shall include a brief description indicating how any matter before the Commission was resolved.
or whether it remains unresolved. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

F. The STATE and the CONTRACTOR recognize that conflicts may occur in the future because the CONTRACTOR may have existing, or establish new, relationships. The STATE will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the STATE, a real or potential conflict of interest cannot be cured.

VI. Public Officers Law

Contractors, consultants, vendors, and subcontractors may hire former employees of the STATE. However, for informational purposes, in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

VII. Ethics Requirements

The CONTRACTOR and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the STATE to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of STATE employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”). The CONTRACTOR certifies that all of its employees and those of its subcontractors who are former employees of the STATE and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the CONTRACTOR or its subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the CONTRACTOR or its subcontractors derived from this Contract. The CONTRACTOR shall identify and provide the STATE with notice of those employees of the CONTRACTOR and its subcontractors who are former employees of the STATE that will be assigned to perform services under this Contract, and ensure that such employees comply with all applicable laws and prohibitions. The STATE may request that the CONTRACTOR provide whatever information the STATE deems appropriate about each such person’s engagement, work cooperatively with the STATE to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the STATE, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The STATE shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The STATE shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.
VIII. Subcontracting

A. The CONTRACTOR agrees not to subcontract any of its services, unless as indicated in its Scope of Work without the prior written approval of the STATE. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

B. The CONTRACTOR may arrange for a portion/s of its responsibilities under this Contract to be subcontracted to qualified, responsible subcontractors, subject to approval of the STATE. If the CONTRACTOR determines to subcontract a portion of the services, once known, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Contract must be fully explained by the CONTRACTOR to the STATE. As part of this explanation, the CONTRACTOR must submit to the STATE a completed Contractor Assurance of No Conflict of Interest or Detrimental Effect form (Exhibit A), from each known subcontractor as required under this section.

C. The CONTRACTOR retains ultimate responsibility for all services performed under the Contract.

D. All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Contract including, but not limited to, the body of this Contract, Appendix A – Standard Clauses for New York State Contracts and, if applicable, Appendix B. Unless waived in writing by the STATE, all subcontracts between the CONTRACTOR and subcontractors shall expressly name the STATE as the sole intended third party beneficiary of such subcontract. The STATE reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the STATE a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the STATE.

E. The STATE reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the CONTRACTOR and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this Contract.

F. The CONTRACTOR shall give the STATE immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the CONTRACTOR’S duties under the Contract. Any subcontract shall not relieve the CONTRACTOR in any way of any responsibility, duty and/or obligation of this Contract.

G. If at any time during performance under this Contract total compensation to a subcontractor exceeds or is expected to exceed $100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

IX. General Specifications
A. The work shall be commenced and shall be actually undertaken within such time as the STATE may direct by notice, whether by mail, e-mail, or other writing, whereupon the undersigned will give continuous attention to the work as directed, to the end and with the intent that the work shall be completed within such reasonable time or times, as the case may be, as the STATE may prescribe.

B. The CONTRACTOR will be required to complete the entire work or any part thereof as the case may be, to the satisfaction of the STATE in strict accordance with the specifications and pursuant to this Contract.

C. CONTRACTOR will possess, and maintain, at no cost to the STATE and for the term of the Contract, all qualifications, licenses and permits to engage in the required business as may be required within the jurisdiction where the work specified is to be performed. Workers to be employed in the performance of this Contract will possess the qualifications, training, licenses and permits as may be required within such jurisdiction.

D. Certification Regarding Debarment and Suspension

Regulations of the Department of Health and Human Services, located at Part 376 of Title 2 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive STATEs and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the STATE (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the STATE must require its prospective CONTRACTORS, as prospective lower tier participants, to provide the certification as set forth below:

By signing this Contract or submitting a proposal pursuant to a solicitation issued by the STATE, the prospective lower tier participant is providing the certification set out below:

a. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to the other remedies available to the Federal Government, New York State or the STATE may pursue available remedies, including suspension and/or debarment.

b. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had
become erroneous by reason of changed circumstances.

c. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered Transaction, principal, proposal, and voluntarily excluded, as used in this Section, are defined in 2 CFR Part 180, as supplemented by 2 CFR Part 376.

d. The prospective lower tier participant agrees by signing this contract or submitting a proposal pursuant to a solicitation issued by the STATE that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 2 CFR Part 180, as supplemented by 2 CFR Part 376, or 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the STATE.

e. The prospective lower tier participant further agrees by signing this contract or proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions.

f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 2 CFR Part 180, as supplemented by 2 CFR Part 376, or 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of it principals. The STATE strongly encourages each participant to check the List of parties Excluded from Federal Procurement and Non-procurement Programs in the System for Award Management.

g. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this Section.

h. Except for transactions authorized under paragraph (d) of this certification, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 2 CFR Part 180 or 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the New York State or the STATE may pursue available remedies, including suspension and/or debarment.
i. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

i. The prospective lower tier participant certifies, by signing this contract or submitting a proposal to the STATE, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any federal agency.

ii. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

E. Ownership Clauses

1. Any materials, articles, papers, etc., developed by the CONTRACTOR under or in the course of performing this Contract shall contain the following, or similar acknowledgment: “Funded by the New York State Division of Housing and Community Renewal.” Any such materials must be reviewed and approved by the STATE for conformity with the policies and guidelines of the STATE prior to dissemination and/or publication. It is agreed that such review will be conducted in an expeditious manner. Should the review result in any unresolved disagreements regarding content, the CONTRACTOR shall be free to publish in scholarly journals along with a disclaimer that the views within the Article or the policies reflected are not necessarily those of the STATE. The CONTRACTOR reserves the right to disallow funding for any educational materials not approved through its review process.

2. Any publishable or otherwise reproducible material developed under or in the course of performing this Contract, dealing with any aspect of performance under this Contract, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated by the CONTRACTOR to any other party unless prior written approval is secured from the STATE or under circumstances as indicated in paragraph 1 of this subsection. Any and all net proceeds obtained by the CONTRACTOR resulting from any such publication shall belong to and be paid over to the STATE. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.

3. No report, document or other data produced in whole or in part with the funds provided under this Contract may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this Contract, without express written permission of the STATE.

4. All reports, data sheets, documents, etc. generated under this Contract shall be the sole and exclusive property of the STATE. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever,
without the prior written approval of the STATE or its authorized agents.

5. This is a “Work for Hire” Contract. The STATE will be the sole owner of all source code and any software which is developed for use in any application software provided to the STATE as a part of this Contract.

F. Confidentiality Clause

The CONTRACTOR, its officers, agents and employees and subcontractors shall treat all information, which is obtained by it through its performance under this CONTRACT, as confidential information to the extent required by the laws and regulations of the United States and laws and regulations of the State of New York.

G. Date/Time Warranty

1. Definitions: For the purposes of this warranty, the following definitions apply:

   “Product” shall include, without limitation: when solicited from a vendor in a state government entity’s Contracts, RFPs, IFBs, or mini-bids, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein which perform any date/time data recognition, function, calculation, comparing or sequencing. Where services are being furnished, e.g., consulting, systems integration, code or data conversion or data entry, the term “Product” shall include resulting deliverables.

   “Third Party Product” shall include product manufactured or developed by a corporate entity independent from the vendor and provided by the vendor on a non-exclusive licensing or other distribution Contract with the third party manufacturer. “Third Party Product” does not include product where vendor is: (a) a corporate subsidiary or affiliate of the third party manufacturer/developer; and/or (b) the exclusive re-seller or distributor of product manufactured or developed by said corporate entity.

2. Date/Time Warranty Statement

   CONTRACTOR warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a CONTRACTOR proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

   Where CONTRACTOR is providing ongoing services, including but not limited to: (a) consulting, integration, code or data conversion, b) maintenance or support services, c) data entry or processing, or d) contract administration services (e.g., billing, invoicing, claim processing), CONTRACTOR warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of CONTRACTOR’S business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. CONTRACTOR shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

   This Date/Time Warranty shall survive beyond termination or expiration of this Contract.
through: (a) ninety (90) days or (b) the CONTRACTOR’S or Product manufacturer or
developer’s stated date/time warranty term, whichever is longer. Nothing in this warranty
statement shall be construed to limit any rights or remedies otherwise available under
this Contract for breach of warranty.

H. Lead Guidelines

All products supplied pursuant to this Contract shall meet local, state and federal
regulations, guidelines and action levels for lead as they exist at the time of the
CONTRACTOR’S acceptance of this Contract.

I. On-Going Responsibility

1. General Responsibility Language: The CONTRACTOR shall at all times during this
Contract term remain responsible. The CONTRACTOR agrees, if requested by the
Commissioner of Health or his or her designee, to present evidence of its continuing
legal authority to do business in New York State, integrity, experience, ability, prior
performance, and organizational and financial capacity.

2. Suspension of Work (for Non-Responsibility): The Commissioner of Health or his or
her designee, in his or her sole discretion, reserves the right to suspend any or all
activities under this Contract, at any time, when he or she discovers information that
calls into question the responsibility of the CONTRACTOR. In the event of such
suspension, the CONTRACTOR will be given written notice outlining the particulars of
such suspension. Upon issuance of such notice, the CONTRACTOR must comply with
the terms of the suspension order. Contract activity may resume at such time as the
Commissioner of Health or his or her designee issues a written notice authorizing a
resumption of performance under this Contract.

3. Termination (for Non-Responsibility): Upon written notice to the CONTRATOR, and a
reasonable opportunity to be heard with appropriate STATE officials or staff, this
Contract may be terminated by Commissioner of Health or his or her designee at the
CONTRACTOR’S expense where the CONTRACTOR is determined by the
Commissioner of Health or his or her designee to be non-responsible. In such event,
the Commissioner of Health or his or her designee may complete the contractual
requirements in any manner he or she may deem advisable and pursue available legal
or equitable remedies for breach.

J. Indemnification

CONTRACTOR shall be fully liable for the actions of its agents, employees, partners or
subcontractors and shall fully indemnify and save harmless the STATE from suits, actions,
damages and costs of every name and description relating to personal injury and damage
to real or personal tangible property and intellectual property, caused by any intentional
act or negligence of CONTRACTOR, its agents, employees, partners or subcontractors,
without limitation; provided, however, that the CONTRACTOR shall not indemnify for that
portion of any claim, loss or damage arising hereunder due to the negligent act or failure
to act of the STATE.

K. Indemnification Relating to the Third Party Rights
1. The CONTRACTOR will also indemnify and hold the STATE harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the STATE in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the STATE’S gross negligence or willful misconduct, provided that the STATE shall give CONTRACTOR: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, (b) the opportunity to take over, settle or defend such action, claim or suit at CONTRACTOR'S sole expense, and (c) assistance in the defense of any such action at the expense of CONTRACTOR.

2. If usage shall be enjoined for any reason or if CONTRACTOR believes that it may be enjoined, CONTRACTOR shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (a) to procure for the STATE the right to continue Usage (b) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (c) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate this Contract, in whole or in part as necessary and applicable, provided the STATE is given a refund for any amounts paid for the period during which Usage was not feasible.

L. Force Majeure

1. A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled by the STATE or the CONTRACTOR, its subcontractors, or others under the CONTRACTOR'S or its subcontractor's control. Force majeure includes, but is not limited to, acts of god, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the CONTRACTOR or the STATE in the performance of this Contract where non-performance, by exercise of reasonable diligence, cannot be prevented. The CONTRACTOR shall provide the STATE with written notice of any force majeure occurrence as soon as the delay is known.

2. Neither the CONTRACTOR nor the STATE shall be liable to the other for any delay in or failure of performance under this Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the CONTRACTOR and the STATE to be necessary to enable complete performance by the CONTRACTOR if reasonable diligence is exercised after the case of delay or failure has been removed.

3. Notwithstanding the above, at the discretion of the STATE where the delay or failure will significantly impair the value of this Contract to the STATE, the STATE may:

   a. Accept allocated performance or deliveries from the CONTRACTOR. The CONTRACTOR, however, hereby agrees to grant preferential treatment to the STATE with respect to product, materials, or services; or

   b. Purchase from other sources (without recourse to and by the CONTRACTOR for the costs and expenses thereof) to replace all or part of the product,
materials, or services which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the STATE; or

c. Terminate the Contract or the portion thereof, which is subject to delays, and thereby discharge any unexecuted portion of this Contract or the relevant part thereof.

4. In addition, the STATE reserves the right, at its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. “Extreme and unforeseen volatility in the marketplace” is defined as market circumstances which meet the following criteria: (a) the volatility is due to causes outside the control of the CONTRACTOR; (b) the volatility affects the marketplace or industry, not just the particular source of supply utilized for performance of this Contract; (c) the effect on pricing or availability of supply is substantial; and (d) the volatility so affects the CONTRACTOR’S performance that continued performance of this Contract would result in a substantial loss.

M. Notices

All notices permitted or required hereunder shall be in writing and shall be transmitted either:
   a. via certified or registered United States mail, return receipt requested;
   b. by facsimile transmission;
   c. by personal delivery;
   d. by expedited delivery service; or
   e. by e-mail

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

Contacts at New York State Division of Housing and Community Renewal

DHCR Counsel
641 Lexington Avenue
New York, New York 10022
Phone: (212) 488-6000
Facsimile: (917) 274-0364
Contact at Contractor

[TO BE UPDATED]

Any such notices shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, as of one business day after it is sent.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Contract by giving fifteen (15) days’ written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Contract. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

N. Provision Related to Consultant Disclosure Legislation

If this Contract is for the provision of consulting services as defined in Subdivision 17 of Section 8 of the State Finance Law, the CONTRACTOR shall submit a "State Consultant Services Form B, Contractor's Annual Employment Report" no later than May 15th following the end of each STATE fiscal year included in this Contract term. This report must be submitted to:

1. The New York State Division of Housing and Community Renewal, at the following address New York State Division of Housing and Community Renewal, Attn: Contracts Unit, 4th Floor, 641 Lexington Avenue, New York, NY 10022; and

2. The NYS Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11th Floor, Albany NY 12236 ATTN: Consultant Reporting or via fax at (518) 474-8030 or (518) 473-8808; and

3. The NYS Department of Civil Service, Albany NY 12239, ATTN: Consultant Reporting.

O. Provisions Related to New York State Information Security Breach and Notification Act

CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR’S negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR’S agents, officers, employees or subcontractors.
Technology Purchases Notification

The following provisions apply if this Request for Proposal (RFP) seeks proposals for "Technology."

1. For the purposes of this policy, "Technology" applies to all services and commodities, voice/data/video and/or any related requirement, major software acquisitions, systems modifications or upgrades, etc., that result in a technical method of achieving a practical purpose or in improvements of productivity. The purchase can be as simple as an order for new or replacement personal computers, or for a consultant to design a new system, or as complex as a major systems improvement or innovation that changes how an agency conducts its business practices.

2. If this RFP results in procurement of software over $20,000, or of other technology over $50,000, or where the STATE determines that the potential exists for coordinating purchases among New York State agencies and/or the purchase may be of interest to one or more other New York State agencies, prior to award selection, this RFP and all responses thereto are subject to review by the New York State Office for Information Technology Services. Accessibility of State Agency Web-based Intranet and Internet Information and Applications

Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement, will comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Web-Based Information and Applications as such policy may be amended, modified or superseded, which requires that state agency web-based intranet and Internet information and applications are accessible to persons with disabilities. Web content must conform to New York State Enterprise IT Policy NYS-P08-005, as determined by quality assurance testing. Such quality assurance testing will be conducted by the STATE and awarded CONTRACTOR and the results of such testing must be satisfactory to the STATE before web content will be considered a qualified deliverable under the Contract or procurement.
APPENDIX X
CONTRACT AMENDMENT FORM
ORIGINATING AGENCY: HCR01

Contract Number:__________________________ CONTRACTOR:__________________________

Amendment Number X-___________ BSC Unit ID: 1170000

This is a Contract between THE STATE OF NEW YORK, acting by and through the NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL, having its principal office at 38-40 State Street, Albany, New York, (hereinafter referred to as the “STATE”), and __________________________ (hereinafter referred to as the CONTRACTOR), having its mailing address at __________________________, for amendment of this Contract.

This amendment makes the following changes to the Contract (check all that apply):

- _______ Modifies the Contract period at no additional cost
- _______ Modifies the Contract period at additional cost
- _______ Modifies the budget or payment terms
- _______ Modifies the work plan or deliverables
- _______ Replaces appendix(es) with the attached appendix(es) ________
- _______ Adds the attached appendix(es) ________
- _______ Other: (describe) ____________________________________________

This amendment is__ is not__ a Contract renewal as allowed for in the existing Contract.

All other provisions of said Contract shall remain in full force and effect.

Additionally, CONTRACTOR certifies that it is not included on the prohibited entities list published at http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf as a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). CONTRACTOR (or any assignee) also certifies that it will not utilize on such Contract in any subcontracts that is identified on the prohibited entities list.

Prior to this amendment, the Contract value and period were:

$__________________________ From__/__/____ to__/__/____.  
(Value before amendment) (Initial Start date)

This amendment provides the following modification (complete only items being modified):

$__________________________ From__/__/____ to__/__/____.

This will result in new Contract terms of:

$__________________________ From__/__/____ to__/__/____.  
(All years thus far combined) (Initial Start date) (Amendment end date)
IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By: ____________________________ Date: ____________________________

(signature)

Printed Name: ____________________________

Title: ____________________________

**STATE OF NEW YORK**

County of ________________

On the __________ day of __________ in the year __________ before me, the undersigned, personally appeared ____________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their/ capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

____________________________________

(Signature and office of the individual taking acknowledgement)

**STATE AGENCY SIGNATURE**

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

By: ____________________________ Date: ____________________________

(signature)

Printed Name: ____________________________

Title: ____________________________

**ATTORNEY GENERAL’S SIGNATURE**

Date: ____________________________
By: ____________________________

STATE COMPTROLLER’S SIGNATURE

By: ____________________________


APPENDIX I

(Appendix I to follow this page)
APPENDIX I

STANDARD CLAUSES FOR CONTRACTS WITH THE

NEW YORK STATE HOUSING FINANCING AGENCY
STATE OF NEW YORK MORTGAGE AGENCY
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
HOUSING TRUST FUND CORPORATION
(individually or collectively, “Agency” or “Agencies”)
STANDARD CLAUSES FOR AGENCY CONTRACTS

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

1. ACCOUNTING RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Agency or Agencies under this Contract (hereinafter, collectively, the "Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The Agency or Agencies involved in this Contract and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Agency or Agencies shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Agencies’ Senior Vice President and Counsel, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Agency’s or Agencies’ right to discovery in any pending or future litigation.

2. CONFLICTS OF INTEREST. The Contractor shall not accept any engagement in conflict with the Agency’s or Agencies’ interest in the subject matter of this Contract.

The Servicer shall not offer to any employee, member or director of the Agency or Agencies’ any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

3. SUBCONSULTANTS. The Contractor shall not employ, contract with, or use the services of any consultant for the work of this Contract (except such third parties which may be used by the Contractor in the normal course of business, such as couriers, imaging services, etc.) without obtaining the prior written approval of the Agency or Agencies.

4. NON-ASSIGNABILITY. This Contract may not be assigned by the Contractor or its title, right or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Agency or Agencies and any attempts to assign the Contract without the Agency or Agencies’ written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Agency or Agencies and its successors and assigns.

5. INDEMNITY. The Contractor shall indemnify and hold the Agency or Agencies and their employees, officers, Members and Directors (collectively, the “Indemnities”) harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney’s fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

6. NON-DISCRIMINATION. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. If this a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason or race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of $50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights (“Commissioner”), the Contractor will send to each labor union to
which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Servicer will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual’s compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual’s status as an employee, because of such individual’s race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title; and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission (“EEOC”) shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by the Agency or Agencies upon the Commissioner’s finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the State or a public authority until the Contractor satisfies the Commissioner of compliance.

7. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of “a,” “b,” and “c” above, in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. The Agency or Agencies shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The Agency or Agencies shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Agency or Agencies shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.

(d) If the procurement of the goods or services provided herein is subject to minority and women-owned participation requirements pursuant to Article 15-A of the Executive Law, the Contractor shall be liable to the Agency or Agencies for liquidated or other appropriate damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payments to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under this Contract. This Contract may provide for other appropriate remedies on account of such breach in the event it is found that the Contractor willfully and intentionally failed to comply with the minority and women-owned participation requirements set-forth in Article 15-A of the Executive Law.

8. PROPRIETARY INFORMATION. All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are “Proprietary Information” and shall be, and remain, the property of the Agency or Agencies. All original documents constituting Proprietary Information shall be delivered to the Agency or Agencies by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Agency or Agencies, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Agencies’ Senior Vice President and Counsel. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

9. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices submitted for payment for the sale of goods or services or the lease of real or personal property to the Agency or Agencies must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Agency or Agencies is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by Agency or Agencies to purchase the goods or services or lease the real or personal property covered by this Contract or lease. The information is maintained by Disbursement Manager at the Agency or Agencies, 641 Lexington Avenue, New York, New York 10022, under the name “Vendor Federal Social Security and Federal Employee Identification Numbers.”

10. CONTRACTUAL RELATIONSHIP. It is expressly understood that the relationship between the Agency or Agencies and the Contractor is an independent contractual relationship and neither the Contractor, its employees, nor its subcontractors shall be considered employees of the Agency or Agencies for any purpose. Please refer to the following link on the Agency’s web site to view each of the Agency’s Prompt Payment Policies at or call the Agencies’ Contract Officer at (212) 688-4000.

11. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the Contractor and the Agency or Agencies with
respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix I, the terms of this Appendix I shall control.

12. MODIFICATION. Waiver, discharge, amendment, supplement, extension or other modification of this Contract shall be subject to prior approval by the Agency or Agencies and may be effected only by an instrument in writing signed by the parties to this Contract.

13. SECTION HEADINGS. The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

14. COUNTERPARTS. This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

15. GOVERNING LAW. This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

16. NOTICES. All notices and other communications given hereunder shall not be effective for any purpose whatsoever unless in writing and delivered by hand or mailed by United States first class registered or certified mail, return receipt requested. Notice shall be deemed to have been given, if delivered by hand, when actually received by the party being notified, or, if mailed, when addressed (a) if to the Contractor, to the attention of the Contractor’s authorized signatory of this Contract at the address specified for the Contractor on page one of this Contract, or at such other address as to which the Contractor shall have notified the Agency or Agencies, and (b) if to the Agency or Agencies, to the attention of the Senior Vice President and Counsel, at the address for the Agency or Agencies on page one this Contract, or at such other address of which the Agency or Agencies shall have notified the Contractor.

17. SEVERABILITY. All rights, powers and remedies provided herein may be exercised only to the extent that they do not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Contract invalid, unenforceable or not entitled to be recorded, registered, or filed under applicable law. If any provision or term of this Contract or any portion of a provision shall be held to be invalid, illegal or unenforceable, only such provision or part thereof shall be affected by such holding and this Contract shall be construed as if such invalid, illegal or unenforceable provision or part thereof had not been contained herein.

18. WORKERS’ COMPENSATION. This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

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

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

21. NON-COLLUSIVE BIDDING CERTIFICATION. If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor. The Contractor further affirms that, at the time the Contractor submitted its bid or proposal, an authorized and responsible person executed and delivered a non-collusive bidding certification to the Agency or Agencies on the Contractor’s behalf.

22. LOBBYING REFORM LAW DISCLOSURE. To the extent this agreement is a “procurement contract” as defined by Public Authority Law § 2879, by signing this agreement the Contractor...
certifies and affirms that all disclosures made in accordance with State Finance Law §§139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete the Agencies may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
Telephone: 212-803-2424
Email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/ pretending/ VendorSearchPublic.asp

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

25. GENERAL RESPONSIBILITY LANGUAGE. The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by the Agencies, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Agencies may make certain determinations with respect to Contractor responsibility, wherein the Agencies determine whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Agencies against failed contracts. In making such a responsibility determination, the Agencies shall evaluate the Contractor’s responsibility with respect to four factors: (a) financial and organizational capacity; (ii) legal authority to do business in New York State; (c) integrity; and (iv) previous performance.

26. SUSPENSION OF WORK (for Non-Responsibility). The Agencies reserve the right to suspend any or all activities under this Contract, at any time, when the Agency discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such
notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Agencies issue a written notice authorizing a resumption of performance under the Contract.

27. **TERMINATION (for Non-Responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency staff, the Contract may be terminated by the Agencies at the Contractor’s expense where the Contractor is determined by the Agencies to be non-responsible. In such event, the Agencies may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

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

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

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

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

29. **AFFORDABLE CARE ACT.** It is the sole responsibility of the Contractor to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit1. Employees of the Contractor providing services to the Agency or Agencies are employees of the Contractor and are not employed by the Agency or Agencies nor the State of New York.

30. **OBLIGATIONS, REPRESENTATIONS AND WARRANTIES.** The Contractor warrants that it, its staff, and any and all subcontractors, if any, have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to this Agreement and/or any subcontract entered into under this Agreement. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors, if any, to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors, if any, are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under this Agreement, the Contractor shall immediately notify the Agency or Agencies.

31. **INTERNET SERVICES.** In accordance with the requirements of Executive Order No. 175, Contractor certifies that it will adhere to net neutrality principles if this contract is for the provision of internet services, regardless of delivery method, to all end users in New York State, unless the President/CEO of the Agency or Agencies, or their designee, determines that adherence to net neutrality principles for a particular purpose is not in the best interests of the State. Nothing in this provision supersedes any obligation or authorization a provider of broadband Internet access service may have to address the needs of emergency communications or law enforcement, public safety, or national security authorities, consistent with or as permitted by applicable

---

1 Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.
law, or limits the provider’s ability to do so. As used herein, “net neutrality” means that Contractor will not block, throttle, or prioritize internet content or applications or require that end users pay different or higher rates to access specific types of content or application.

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

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

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

35. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix I, the terms of this Appendix I shall control unless otherwise stated in the Contract.

36. SEXUAL HARASSMENT IN THE WORKPLACE POLICY. To the extent this Agreement is a “procurement contract” as defined by Public Authority Law § 2879, by signing this Agreement the Contractor certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law and that the Contractor will abide by the Agencies’ Sexual Harassment in the Workplace Policy. The Agencies’ Sexual Harassment in the Workplace Policy can be viewed at the following address: https://hcr.ny.gov/procurement-and-contract-information. This certification does not affect institutional policies or practices that are protected by existing law including, but not limited to, the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

37. CONTRACTING WITH BUSINESSES CONDUCTING BUSINESS IN RUSSIA. In accordance with New York State Executive Order No. 16 (“EO 16”), by signing this Contract, the Contractor certifies and affirms that it (i) does not conduct business operations in Russia within the meaning of EO 16, (ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia, and/or (iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.

-REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY-
APPENDIX II

(Appendix II to follow this page)
APPENDIX II

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN REQUIREMENTS AND PROCEDURES FOR CONTRACTS WITH

NYS DIVISION OF HOUSING AND COMMUNITY RENEWAL
NEW YORK STATE HOUSING FINANCE AGENCY
HOUSING TRUST FUND CORPORATION
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MORTGAGE AGENCY
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
I. General Provisions

A. The New York State Division of Housing and Community Renewal, New York State Housing Finance Agency, Housing Trust Fund Corporation, New York State Affordable Housing Corporation, State of New York Mortgage Agency, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation (individually, “Agency” and collectively, “Agency(ies)” or “Agencies”) are required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all New York State (“State”) contracts, as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Agency(ies), to fully comply and cooperate with the Agency(ies) in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, State, and local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies available to the Agency(ies) pursuant to the Contract and applicable law.
II. Contract Goals

A. For purposes of this Contract, the Agency’s (or Agencies’) overall MWBE participation goal for the Contract is indicated in the solicitation document and the Contract.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A of this Appendix, the Contractor should reference the directory of State certified MWBEs at the following internet address: https://ny.newnycontracts.com.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE, serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE, shall be 60% of the total value of the contract. The portion of a contract with an MWBE, serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE, shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE, serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE, shall be 25% of the total value of the contract].

D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Contractor’s outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency(ies) with MWBEs; and
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to the Agency(ies) within seventy-two (72) hours after the date of the notice by the Agency(ies) to award the Contract to the Contractor.

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the Agency(ies) may require the Contractor or subcontractor to adopt a model statement (see PROC-4 Form – Equal Employment Opportunity Policy Statement, hyperlinked herein).

4. The Contractor’s EEO policy statement shall include the following language:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
   
   b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor’s obligations herein. (Please note that this requirement is only applicable for a contract with an anticipated total expenditure in excess of $250,000).

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph “E” of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. PROC-1 Form – EEO Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a [Staffing Plan PROC-1 form](#), hyperlinked herein, to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing Plan PROC-1 form and submit it as part of their bid or proposal or within a reasonable time, as directed by Agency(ies).
D. PROC-5 Form – EEO Workforce Utilization Report

1. The Contractor shall submit an EEO Workforce Utilization Report PROC-5 form, hyperlinked herein, and shall require each of its subcontractors to submit a EEO Workforce Utilization Report PROC-5 form, on a quarterly basis during the term of the Contract, in accordance with the instructions indicated in the Contract and the Instructions, hyperlinked herein. (Please note that for Construction Contracts, the Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, on a monthly basis during the term of the Contract, in accordance with the instructions indicated in the Contract and the Instructions, hyperlinked herein).

2. Separate forms shall be completed by the Contractor and any subcontractors.

3. Pursuant to Executive Order #162, Contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the Contract on a quarterly basis.

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

IV. MWBE Utilization Plan, PROC-2 Form

A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, PROC-2 form, hyperlinked herein, or shall submit an MWBE Utilization Plan at such time as shall be required by the Agency(ies), provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Agency(ies), either prior to, or at the time of, the execution of the Contract.

B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency(ies) shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. **MWBE Waiver Form, PROC-3**

A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated in the solicitation document and the Contract, the Contractor may submit a request for a waiver to the Agency(ies). Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

B. If the Agency(ies), upon review of the MWBE Utilization Plan, quarterly MWBE Cumulative Payment Statement Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. **Quarterly MWBE Cumulative Payment Statement Report, PROC-6**

The Contractor is required to submit a quarterly **MWBE Cumulative Payment Statement Report, PROC-6 form**, hyperlinked herein, in accordance with the instructions indicated in the Contract, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to the Agency(ies) by the 10th day following the end of each quarter (i.e., March 31st, June 30th, September 30th and December 31st) during the term of the Contract.

VII. **Liquidated Damages - MWBE Participation**

A. Where the Agency(ies) determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE
participation goals, the Contractor shall be obligated to pay liquidated damages to the
Agency(ies).

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1. All sums identified for payment to MWBEs had the Contractor achieved the contractual
      MWBE goals; and
   2. All sums actually paid to MWBEs for work performed or materials supplied under the
      Contract.

C. In the event a determination has been made which requires the payment of liquidated damages
   and such identified sums have not been withheld by the Agency(ies), the Contractor shall pay
   such liquidated damages to the Agency(ies) within sixty (60) days after they are assessed.
   Provided, however, that if the Contractor has filed a complaint with the Director of the Division
   of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated
   damages shall be payable only in the event of a determination adverse to the Contractor following
   the complaint process.

-REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY-
Exhibit A

(Exhibit A to follow this page)
Exhibit A, Acronyms and Defined Terms can be downloaded from HCR’s Procurement Opportunities webpage at https://hcr.ny.gov/procurement-opportunities under the RFP.