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Governor

Homes and Community Renewal

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Notice of Funding Availability & Request for Proposals

Technical Assistance Provider for the New York State

NOFA Issuance Date: Wednesday, October 9, 2024

Deadline for Proposals: Tuesday, November 19, 2024, noon

Anticipated Award Date: December, 2024

**Housing Trust Fund
Hampton Plaza
38-40 State St.
Albany NY 12207
www.hcr.ny.gov**

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1. Introduction and Funding

1.1 Introduction and Purpose

[New York State Homes and Community Renewal](#) (“HCR”) consists of the major housing and community renewal agencies of the State of New York (“State” or “NYS”), including the Housing Trust Fund Corporation (“HTFC”), the Division of Housing and Community Renewal (“DHCR”), the State of New York Mortgage Agency (“SONYMA”) and the Housing Finance Agency (“HFA”). HTFC is a statewide public housing authority (“PHA”) operating under the umbrella of HCR and oversees projects that receive federal Section 8 Project Based Rental Assistance (“PBRA”) across the State through an Annual Contributions Contract (“ACC”) with the U.S. Dept of Housing and Urban Development (“HUD”) to serve as the Performance Based Contract Administrator (“PBCA”) for New York.

Through this Notice of Funding Availability (“NOFA”) and Request for Proposals (“RFP”), HTFC is seeking an eligible or nonprofit partner to administer seed funding and provide technical assistance to Owners/Agents (“O/As”) with properties in its PBCA portfolio as part of the New York Family Self Sufficiency (“FSS”) Pilot Program (“the FSS Pilot”). The FSS Pilot seeks to select and train O/As to establish new FSS programs in PBCA properties, thereby increasing tenant participation in FSS. The Proposer selected through this NOFA/RFP will enter into a Subrecipient Agreement with HTFC and be subject to the applicable federal and state laws, rules and regulations, and the terms of this NOFA.

1.2. FSS and HUD Background

The Department of Housing and Urban Development (“HUD”) administers the Family Self Sufficiency (“FSS”) Program to promote increased earnings and savings among families receiving HUD-funded rental assistance. The FSS program has two main features: case management and financial coaching services plus a financial incentive. Program Participants work with an FSS Service Coordinator to identify their financial and employment-related goals, including education or training and can assess a range of support services such as child-care or credit repair that can assist in achieving their goals. Under the financial incentive, a family with increased earnings will pay a higher rent and receives a higher payment in an escrow account, enabling asset building. FSS participation is voluntary, and goals are primarily client driven. FSS encourages the pursuit of long term, higher earnings through education and training, and families can build substantial savings at no additional cost to them.

HTFC has offered FSS program entry to participants in our Section 8 Housing Voucher program since the 1990s. In 2015, Congress expanded the program nationally to include families living in privately owned buildings receiving Section 8 PBRA. HTFC oversees many of these properties in New York as the PBCA, working in partnership with CGI, our subcontractor. As such, we provide oversight on behalf of HUD to 977 projects receiving PBRA, representation more than 100,000 apartments across the state.

HUD provides ongoing grant funding for PHAs to hire FSS coordinators for voucher programs. For the first time, based on the FSS Final Rule published on **May 17, 2022**, HUD began accepting applications from private and non-profit Multifamily Housing Owners for federal grant funding to support the salaries and training needs of FSS Program Coordinators who assist participating families. Seed funding from HTFC through this Pilot will help O/As establish FSS programs while preparing to seek more permanent federal grant funds from HUD or elsewhere.

1.3 Funding Availability

HTFC plans to make up to **\$2.5 million** available to an eligible Proposer to serve as the Technical Assistance Provider ("TA Provider) for the NYS Multi-family Family Self Sufficiency Pilot Program. Funding will cover seed funding as well as administrative fees for the TA Provider. The source of these funds is HTFC corporate resources. No federal Section 8 funds are being provided directly as part of this NOFA.

1.4 Eligible Proposer

To respond to this NOFA, a Proposer must meet the following thresholds:

1. The Proposer must be incorporated as a non-profit organization.
2. The Proposer or its partners must have no less than five (5) years of experience with demonstrated expertise in FSS, including experience assisting other organizations, such as PHAs or O/As, in establishing and operating FSS programs.
3. Other due diligence requirements may apply.

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2. Role of the Technical Assistance Provider

2.1 Technical Assistance (“TA”) Provider Deliverables:

Any organization responding to this NOFA (“the Proposer”) must be able to demonstrate the ability to provide each of the deliverables listed below to be considered. The selected awardee, or TA Provider, will assist O/As with properties receiving Section 8 PBRA in New York State under the oversight of HTFC as PBCA.

Goal Statement: The goal of the FSS Pilot is to: (1) Provide technical assistance, training, and seed funding to facilitate and help prepare O/As to start FSS programs in PBCA properties, which will (2) increase the number of O/As submitting FSS grant applications to HUD or otherwise identify sources of funding (e.g. residual receipts, etc.) to ultimately (3) increase both O/A and multi-family Section 8 tenant participation in FSS.

Deliverable 1: Selection Plan

The TA Provider will establish a plan for selecting O/As to participate in the FSS Pilot. O/As may be selected on a first-come first serve basis or by another method if demand exceeds available funding. In either case, the TA Provider should strive for diversity in property types, tenant populations, and geography.

- Approximately half of the properties participating in the FSS Pilot should be downstate (which includes counties in Long Island, New York City, and Westchester) and the other half upstate (which includes counties outside of Long Island, New York City and Westchester). This is subject to change with HTFC approval based on responsiveness of O/As, among other factors.

Deliverable 2: Outreach Plan Implementation

The TA Provider will develop and implement a recruiting, marketing and outreach campaign to O/As. This should include, but not be limited to, email outreach with phone and in-person meetings to follow up with interested parties. O/As will submit an application, created by the TA Provider, to participate in the FSS Pilot. The TA Provider will screen and evaluate each application based on the Selection Plan.

Deliverable 3: O/A and Property Selection

The TA Provider will recommend to HTFC a list of O/As and properties to participate in the FSS Pilot. O/As may receive assistance for more than one property within the following parameters:

- No O/A should receive more than 25% of the total seed funding unless otherwise approved by HTFC.
- **HTFC seeks a minimum of 20 properties to participate in the FSS Pilot.**

Deliverable 4: Training and Technical Support

The TA Provider will, at minimum, provide the following support to O/As selected for the FSS Pilot:

- Develop a schedule for training and technical support plan (Training Plan) for each O/A to be approved by HTFC. Each plan should be reasonably, individually responsive to the scheduling needs and pre-existing knowledge and capacity of each O/A.
- Each Training Plan should provide for a combination of both intensive one-on-one and group trainings with the selected O/As regarding how to establish and operate an FSS

program, including federal rules regarding FSS participation as well as options for funding and operating the program.

- The TA Provider will offer technical assistance to O/As on topics that are pertinent to starting and operating a successful FSS program.
- The TA Provider will implement each Training Plan for selected O/As in planning for and establishing their FSS program over a 12–24-month period.
- Each Training Plan will provide for an average of at least **30 hours of technical assistance** to each O/A between group and individual training.
- The TA Provider will develop and provide a written report on the types of training provided and the outcome for each FSS pilot O/A at least monthly.

Deliverable 5: Seed Funding

The TA Provider will undertake the following activities to distribute seed grant funding to O/As:

- Draft policies and procedures for the administration of seed funding, including eligible expenses, and reporting requirements for review and approval by HTFC staff.
- Disburse funds provided by HTFC to O/As; expenditures for seed funding may include proposal writing consultants, hiring of staff to initiate a FSS Program (e.g., an FSS coordinator), tenant recruitment and marketing for FSS, and other FSS Program start-up costs as approved.
- Establish an application process for O/As in the FSS Pilot to seek grant funds to start a program.
- Establish a disbursement schedule and reporting process for each grant recipient that includes tracking of expenditures, outputs and outcomes.
- Require owners to certify the eligibility of expenses and monitor for accuracy and eligibility of expense reporting.
- Develop and provide a written report to HTFC at least monthly that includes, at minimum, a list of expenditures for that month, yearly, and total; provide a breakdown of budgeted to actual expenditures, and justification for the expenses.
- Report any suspected misuse of funds or fraud immediately to HTFC.
- Create a projected draw schedule for funds from HTFC and disbursement schedule to O/As.
- The budget for the seed funding will be \$2.5 million less any related costs of the TA Provider, as approved by HTFC.

Seed funding grant awards to O/As should be provided annually for up to two years. Extension may be available with HTFC approval.

PLEASE NOTE: O/As should consult with their tax attorney to evaluate any potential tax consequences prior to accepting seed grant funds. Neither HTFC nor its TA provider shall provide tax advice.

Deliverable 6: Proposal Writing and Post-Training Support

The TA Provider will assist O/As in the FSS Pilot in drafting and submitting an application to HUD for FSS funding for their property or properties. This may include group orientations on the HUD NOFA process, one-on-one meetings, group editing exercises, etc. For properties with sufficient corporate resources or residual receipts, the TA Provider will help the O/A develop a business plan to maintain funding for an FSS program in addition to, or in place of, HUD funding.

- This training is in addition to what is described in Deliverable 4 and should be approximately **10 hours** for each O/A seeking to apply to HUD.

The TA Provider should strive to ensure that at least half of the 20 properties and/or O/As that participate in the FSS pilot ultimately apply for and receive FSS funding from HUD.

Timeline for Deliverables

Deliverable	Target Completion Date
<u>Deliverable 1: Selection Plan</u>	
Deliver acceptable Selection Plan to HTFC	1 month (after contract execution)
<u>Deliverable 2: Outreach Plan Implementation</u>	
Deliver acceptable Outreach Plan to HTFC	1 month
Fully implement Outreach Plan	4 months
<u>Deliverable 3: O/A and Property Selection</u>	
Applications received	5 months
O/As and properties selected	6 months
<u>Deliverable 4: Training and Technical Support</u>	
Fully deliver TA to each O/A	18 months
<u>Deliverable 5: Seed Funding</u>	
Select O/As for seed funds and begin disbursing	12 months
Seed funds fully expended	36 months
<u>Deliverable 6: Proposal writing and post-training support</u>	
Begin assisting O/As with proposal writing	12 months
Proposals ready to submit	24 months.

Deliverables and the timeline are subject to change at any time at HTFC's discretion. It is anticipated that HTFC will work with the selected TA Provider to receive feedback from O/As, apply lessons learned, and adjust deliverables and timing as appropriate.

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3. Calendar of Events and Milestones

Issuance of NOFA	Wednesday, October 9, 2024
Proposer Submission Deadline	Tuesday, November 19, 2024 at noon Eastern Time
Anticipated date of Award	December, 2024

HTFC will schedule an application workshop on a date to be determined.

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4. Proposal Submission and Communication with HTFC

A complete proposal for this NOFA is comprised of all of the documents listed in Section 5 of this NOFA in the format prescribed and inclusive of all information requested. In all instances HTFC's determination regarding a proposal will be final. At HTFC's sole discretion, applications not organized in the manner prescribed in this NOFA may be considered incomplete. HTFC reserves the right to allow Proposers to correct minor deficiencies or omissions within 10 days of submission. HTFC may also request additional information from a Proposer at any time during the proposal review process.

4.1 Proposal Submission

Proposals must be delivered by email to: PBCANYFSS@hcr.ny.gov

HTFC must receive proposals by the date and time listed in Section 3. Proposals received after this time will not be considered. No faxed, mailed or hand delivered copies will be accepted. HTFC is not responsible for proposals that are not delivered or cannot be viewed due to technical reasons. Proposers are encouraged to submit early to allow time for verification of receipt.

The successful Proposer(s) will receive notification of intent. Proposers will be provided with instructions on contract preparation after the award is announced.

All dates and times listed in Section 3 are subject to change at any time at HTFC's discretion. Changes will be posted on the HCR website.

Questions can be directed to: Taylor Fraser, taylor.fraser@hcr.ny.gov, 315-423-1088.

4.2 NOFA Amendments

HTFC reserves the right to modify any part of this NOFA at any time prior to the Deadline for Submission of Proposals. Modifications to this NOFA will be made by issuance of amendments and/or addenda. Any amendment or addendum to this NOFA will become part of this NOFA. Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary will be posted at <https://hcr.ny.gov/funding-opportunities>.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this NOFA, the Proposer will immediately notify HTFC of such error, in writing, and request clarification or modification of the document. There are no designated dates for release of addenda; therefore, interested parties should check HTFC's website frequently through the Deadline for Submission of Proposals. It is the sole responsibility of the Proposer to be aware of all addenda related to this NOFA process.

4.3 Cost of Proposal

All costs of preparing and submitting proposals in response to this NOFA are the sole responsibility of the Proposer. HTFC shall not incur any costs resulting in the preparation and delivery of a proposal. HTFC will not return any submitted proposals. HTFC accepts no responsibility for faulty correspondence or proposal submissions that are not delivered.

5. Content of Proposal

A complete proposal must contain the following components listed below. The Cover Letter, Proposer Experience, Methodology, and Administrative Fee projection must be submitted typed, sized 8.5 x 11 , with standard margins and 12-point font, saved in either Microsoft Word or PDF.

5.1 Cover Letter

The Proposer shall provide a cover letter of no more than **two (2) pages** that includes the following:

- The name, address, phone number and website address of the entity submitting the proposal as well as any partners, contractors, etc.
- Name, phone number and email for the contact for the Proposer.
- The type of corporation that is applying (nonprofit).
- A brief description of the organization, including founding date, location, mission, governance, and current activities.
- A statement certifying that all parts of the proposal submitted are truthful and accurate, signed by an executive officer or person otherwise authorized.
- A statement that briefly summarizes how the Proposer meets the minimum eligibility thresholds outlined in Section 1.4.
- The projected total administrative fee based on Section 5.4.

5.2 Proposer Experience and Staffing

The Proposer's previous experience and staffing submission combined shall not exceed **five (5) pages**.

5.2.1 Previous Experience

Please provide a list of previous contractual engagement for the lead Proposer or its partners that demonstrates the ability to perform the work described in this NOFA. Each engagement shall include:

- i. Name and Address of the contracting entity.
- ii. Type of Contract (subrecipient agreement, vendor contract, etc.).
- iii. The entity performing the engagement (Proposer or partner).
- iv. Start date and end date of the contract.
- v. Name, phone number and email address of the primary contact for the contracting entity. that can speak with authority regarding the engagement on behalf of the contracting entity (*Proposer's reference*).
- vi. Brief description of the work performed (no more than 100 words) and its relevance to Section 8 and the Family Self Sufficiency Program.
- vii. Listing of any findings of non-compliance for this engagement. This may include monitoring findings by HUD, the HUD IG, HTFC or another contracting entity, or any other relevant federal, state or local stakeholder. A finding of non-compliance is defined as any instance where the Proposer was notified in writing that they were not in compliance with either federal statute, HUD regulations, a PHA Administrative Plan, a contract, or any other applicable rules or procedures. For each such finding, please provide the current status/disposition as well as any proactive steps taken to resolve and prevent future issues.

5.2.2 Staffing

The Proposer must provide a staffing plan demonstrating sufficient capacity and experience to adequately complete all required deliverables. **All current staff who will be assigned to this engagement, either full or part-time, must be listed using the format below.** Where positions are not yet filled, they should be listed as “vacant,” under the name, but the anticipated title, role, required experience should still be included. Each position should be assigned to one or more of the deliverables listed in Section 2. Resumes should be attached for each current employee and *will not* count towards the limit. If available, the Proposer may also include an organizational chart for this engagement.

Name	Title	Role	Relevant experience	Deliverable(s) Assigned	Any relevant certifications (include year)	Percentage FTE assigned to this project

5.3 Proposer Methodology

The Proposer’s methodology shall not exceed **five (5) pages**. The Proposer shall provide a narrative explaining how they will provide each deliverable in Section 2, including who will perform the work, what their approach will be, and how their experience and credentials demonstrate they are qualified. The methodology for each deliverable should be explained in the order it appears in Section 2, and should, at minimum, include:

- The proposed methodology for selecting O/As.
- The plan for outreach and recruitment of O/As.
- The process proposed for selecting O/As to participate.
- The approach for providing technical assistance to O/As, including a list of trainings, topics to be covered, one-on-one technical assistance, methods for communication (in person, video, phone, email), description of any training materials, and proposed learning objectives.
- Plan for disbursing seed funding, including oversight and verification of expenditures, internal controls for processing and monitoring funds, the bank account where funds will be held, etc.
- Approach to assisting with proposal writing to HUD.
- Overall approach to delivering intended outcomes and any other services not described here that will be provided.

5.4 Projected Administrative Fee Worksheet

The TA Provider will be compensated using a combination of three methods: price per deliverable (1-3); training and technical assistance (4) and administrative fee percentage (5). The Proposer shall complete the administrative fee worksheet in the format provided below to calculate the total estimated cost to serve as TA Provider and explain all costs in the justification column.

#	Deliverable	Instructions	Estimated Cost	Justification
Start up Deliverables				
1	Selection Plan - Cost for deliverable	Propose a single dollar amount inclusive of all costs to provide the deliverable as described in the NOFA and your proposal. Detail how the cost was calculated in the justification (i.e. hourly rate, materials, travel, indirect, etc.)	\$	
2	Outreach Plan - Cost for deliverable	Propose a single dollar amount inclusive of all costs to provide the deliverable as described in the NOFA and your proposal. Detail how the cost was calculated in the justification (i.e. hourly rate, materials, travel, indirect, etc.)	\$	
3	Selection - Cost for deliverable	Propose a single dollar amount inclusive of all costs to provide the deliverable as described in the NOFA and your proposal. Detail how the cost was calculated in the justification (i.e. hourly rate, materials, travel, indirect, etc.)	\$	
Training and Technical Assistance Calculation				
	<i>Cost per O/A</i>	Provide a dollar amount per O/A based on an average of 30 hours.	\$	
4	Total estimated Training & Technical Support	Multiply the fee per O/A by 20.	\$	
Seed Funding Administrative Fee Calculation				
	Administrative fee percentage	Propose the percentage you will charge for disbursement, compliance monitoring and cost verification for seed funds. This rate will be applied as a percentage of each disbursement.	%	

5	Total estimated seed funding Admin fee	Multiply the administrative fee percentage by \$2,000,000.	\$	
Proposal Writing and Post-Training Support				
	<i>Cost per O/A</i>	Provide a dollar amount per O/A based on an average of 10 hours.	\$	
6	Total estimated Training & Technical Support	Multiply the fee per O/A by 20.	\$	
TOTAL				
	Total Estimate Project Cost	Should be the sum of rows 1-6.	\$	

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6. Administrative Proposal

Proposers are subject to the requirements indicated in HTFC's [Standard Clauses and Requirements for RFPs](#).

Proposers should complete and submit the following forms with its proposal, hyperlinked herein:

- 1) [Vendor Information FORM](#).
- 2) [Lobbying Procurement Law FORM 1](#)
- 3) [Lobbying Procurement Law FORM 2](#).
- 4) [Non-Collusive Bidding Certification FORM](#).
- 5) Vendor Responsibility Questionnaire [Not-For-Profit Business Entity](#). and
- 6) [Vendor Assurance Form](#)

In addition to completion of the forms hyperlinked above, Proposers must provide the following items according to the instructions provided below.

- 1) Either: (a) proof that the Proposer has the required insurance and confirming that if awarded a contract(s), the Proposer will maintain the same types of insurance and limits for the life of the contract OR (b) a statement from the Proposer that they will acquire the required insurance prior to contract execution and will maintain the required insurance for the life of the contract.
- 2) HTFC reserves the right to require submission of recent, audited financial statements or tax returns at its discretion.

6.1 Insurance Requirements (*required prior to contract execution*)

HTFC reserves the right to modify these requirements or accept alternative coverage where the coverage outlined here is either not readily available or cost prohibitive. If the Proposer intends to propose alternative coverage, they are strongly encouraged to do so as part of their proposal submission in this section.

The Subrecipient 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.

The Subrecipient shall deliver to HTFC evidence of the insurance required by the Subrecipient Agreement resulting from this NOFA process in a form satisfactory to HTFC. 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 HTFC does not, and shall not be construed to relieve the Subrecipient of any obligations, responsibilities or liabilities under this Subrecipient Agreement. 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. HTFC may, in its 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.

The Subrecipient 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 Subrecipient Agreement.

The Subrecipient shall provide HTFC with a Certificate or Certificates of Insurance, in a form satisfactory to HTFC as detailed below. Certificates shall name The Housing Trust Fund Corporation, Hampton Plaza, 38-40 State Street, Albany, NY 12207 as the certificate holder. Within 30 business days of receipt of any notice of cancellation or non-renewal of insurance, the Subrecipient shall provide HTFC 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 Agreement resulting from this NOFA 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 HTFC. Such approval shall not be unreasonably withheld, conditioned, or delayed. Proposers and Subrecipients shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Subrecipient 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 Subrecipient 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 HTFC. HTFC reserves the right to set minimum insurance limits in any subcontracting agreement between the Primary Subrecipient and its Subcontractor(s). An Additional Insured Endorsement CG 20 38 04 13 (*or the equivalent*) evidencing such coverage shall be provided to the Subrecipient prior to the commencement of any work by a Subcontractor and shall be provided to HTFC 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 automobility insurance policies shall provide that the required coverage be primary and non-contributory to other insurance available to the Housing Trust Fund Corporation and its officers, agents, and employees. Any other insurance maintained by the Housing Trust Fund Corporation and its officers, agents, and employees shall be excess of and shall not contribute with the Subrecipient's insurance.

For the Commercial general liability, business automobile liability, and workers' compensation insurance required below, the Subrecipient shall cause to be included in its policies insuring against loss, a waiver of the insurer's right of subrogation against the Housing Trust Fund Corporation 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 Subrecipient waives or has

waived before the casualty, the right of recovery against the Housing Trust Fund Corporation and its officers, agents, and employees or (ii) any other form of permission for the release of the Housing Trust Fund Corporation 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 Agreement resulting from this NOFA process shall be delivered to HTFC. If, at any time during the term of the Agreement, 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 HTFC, the Subrecipient shall immediately cease work. The Subrecipient shall not resume work until authorized to do so by HTFC.

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

a. Commercial General Liability Insurance, including Contractual Liability of liability of no less than One Million Dollars U.S. Dollars (\$1,000,000) per occurrence, Two Million Dollars U.S. Dollars (\$2,000,000) aggregate and Products and Completed Operations. The limits of liability may be provided in a combination of a Commercial General Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis. The policy should be written on 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 Subrecipient 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*): The Housing Trust Fund Corporation, its Affiliates and their officers, agents, and employees. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Subrecipients who are self-insured, the Subrecipient shall be obligated to defend and indemnify the above-named additional insured, in the same manner that the Subrecipient would have been required had the Subrecipient obtained such insurance policies.

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

- Premises liability.
- Independent Subrecipients.
- Blanket contractual liability, including tort liability of another assumed in a contract.
- Defense and/or indemnification obligations, including obligations assumed the Agreement.
- 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 Agreement.

b. Data Breach and Privacy/Cyber Liability Insurance, in an amount not less than Five Million U.S Dollars (\$5,000,000) each claim, Subrecipients 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 Subrecipient's computer systems due to the actions of the Subrecipient 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 claim made basis, the Subrecipient must submit to HTFC an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (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.

c. Errors and Omissions /or Professional Liability, in an amount not less than Five Million U.S. Dollars (\$5,000,000) each claim, the Subrecipient shall maintain coverage during the term of the Contract, Errors and Omissions/Professional Liability Insurance for claims for damages arising from computer related services including, but not limited to, the following: consulting, data processing, programming, system integration, hardware or software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies.

If the policy is written on a claim made basis, the Subrecipient must provide to HTFC 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.

d. 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.

e. 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 HTFC. Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to HTFC at the time of Bid/Proposer submission, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Compliance with Workers' Compensation Coverage Requirements:

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

Proof of Compliance with Disability Benefits Coverage Requirements:

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

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

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7. Diversity Proposal

7.1 Equal Employment Opportunity (EEO), Diversity, and SDVOB Information

Proposers that are certified in New York State as a Minority-Owned Business, a Woman-Owned Business, an MWBE or a Service-Disabled Veteran Owned Business should attach evidence of their certification.

Proposers who will subcontract with firms that that are certified in New York State as a Minority-Owned business, a Woman-Owned Business, an MWBE or a Service-Disabled Veteran Owned Business should attach evidence of that firm's certification and should also indicate what tasks the Subcontractor will deliver and how much they will be paid.

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

- 1) [Equal Employment Opportunity Staffing Plan, PROC-1 form.](#)
- 2) [Minority and Women Business Enterprises – Equal Employment Opportunity Policy Statement, PROC-4 form.](#)
- 3) [Company Demographic Profile, PROC-7 form.](#)
- 4) [EEOC Statement, PROC-8 form.](#) Please note that completion of the PROC-8 form is applicable to Proposers with 15 or more employees.
- 5) [Diversity Practices Questionnaire.](#)

8. Evaluation, Selection and Notification

8.1 Completeness Review

All proposals submitted prior to the deadline will be reviewed to determine if they contain all required components specified in this NOFA. Late proposals will be rejected. Proposals determined to be substantially incomplete will be rejected. For Proposers submitted on time but determined to have minor deficiencies or omissions, Proposers will be given one opportunity to submit the items missing within 10 business days. If the Proposer fails to submit the missing items within the specified timeframe, that proposal will be rejected.

8.2 Proposer Selection

Each proposal shall be scored based on the following scoring criteria:

- Staffing and Experience – 30 percent
- Methodology – 30 percent
- Projected Administrative Fee – 30 percent
- Diversity – 10 percent

Additionally, each Proposer will be subject to a due diligence review. HTFC reserves the right to request additional materials, either verbally or in writing, in which case the Proposer shall respond within 5 business days. HTFC also reserves the right to schedule interviews where additional clarification is needed. HTFC intends to select only one entity to administer these funds and deliver technical assistance, but reserves the right to select additional providers, either through this NOFA or another method, if it determines necessary.

HTFC also reserves the right, in its sole discretion, to:

- A. Reject any or all proposals received in response to the NOFA.
- B. Withdraw the NOFA at any time at the sole discretion of HTFC.
- C. Make an award under the NOFA in whole or in part.
- D. Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of the NOFA.
- E. Seek clarifications and revisions of the proposal.
- F. Amend the NOFA prior to proposal submission to correct errors or oversights, or to supply additional information as it becomes available.
- G. Direct Proposers, prior to submission, to submit proposal modifications addressing subsequent NOFA amendments.
- H. Change any of the schedule dates.
- I. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Proposers.
- J. Waive any requirements that are not material.
- K. Utilize any and all ideas submitted in the proposals received.
- L. Adopt all or any part of a proposal in selecting the optimum configuration.
- M. Negotiate with a Proposer within the NOFA requirements to serve the best interests of HTFC - this includes requesting clarifications of any or all proposals.
- N. Require clarification at any time during the process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a Proposer's compliance with the requirements of the NOFA.

- O. Select and award the Subrecipient Agreement to other than the selected Proposer in the event of unsuccessful negotiations or in other specified circumstances as detailed in the NOFA.
- P. Accept and consider for award with non-material proposal deviations or non-material proposal defects such as errors, technicalities, irregularities, or omissions.
- Q. Use any information which HTFC obtains or receives from any source and determines relevant, in HTFC's sole discretion, for the purposes of proposal evaluation and Proposer selection.
- R. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by HTFC or the Proposer.
- S. Reject an obviously unbalanced Proposal as determined by HTFC.
- T. Conduct Contract negotiations with the next responsible Proposer, should HTFC be unsuccessful in negotiating with the selected Proposer.
- U. Offer a Proposer the opportunity to provide supplemental information or clarify its proposal, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing.
- V. Conduct pre-award meetings with individual Proposers to determine their capability of meeting any of the requirements of the NOFA specifications.
- W. Investigate or make any inquiry into the capacity of any Proposer to properly perform under any resultant Award, and subsequently during the duration of the Subrecipient Agreement.
- X. Reject a Proposal from a Proposer that has unresolved compliance issues, monitoring issues, a contract default, or pending litigation with HUD, another PHA, or any other federal, state, local government entity.

Furthermore, no entity that is on any Federal or State debarment list, or which is otherwise prohibited from bidding/proposing on or receiving government contracts may be contracted for any services related to this NOFA HTFC reserves the right to rescind an award if it determines that a Proposer is ineligible for funding under federal or state laws, rules or regulations, or under the terms of this NOFA.

8.3 Proposer Notification

The Proposer selected shall be notified in writing at the email address for the contact person listed on the cover letter.

8.4 Subrecipient Agreement and funding disbursement schedule

The Proposer selected shall execute a Subrecipient Agreement with HTFC for a period of three (3) years. This agreement may be extended for up to an additional two (2) years with HTFC written approval. The agreement shall incorporate i) the Agencies Standard Clauses for Contracts, effective September 2023, hyperlinked herein and may be downloaded at https://hcr.ny.gov/system/files/documents/2023/11/appendix-i_agencies-standard-contract-clauses_september-2023_final_0.pdf, and (ii) [HUD's Section 8 General Provisions for Contracts](#), effective January 2019, hyperlinked herein and may be downloaded at [appendix-iiihudprovisionssection8january-2019.pdf \(ny.gov\)](#). Any proposed deviations in the form of this agreement will be factored into the selection process.

Upon execution of the agreement, the TA Provider may request an advance of up to 20 percent of the funds of the total administrative fees projected for deliverables 1-4 and 6. HTFC and the Subrecipient shall establish a project draw schedule for the remaining administrative funds. This schedule is subject to change, and funds may be withheld for nonperformance or if funds are

not available, at HTFC's discretion. The percentage administrative fee for seed funding will be paid upon disbursement of seed funds. The seed funds may also be advanced to O/As for up to 20 percent, pending the establishment of policies and procedures with the TA provider. The TA Provider will provide HTFC with a report of expenditures and disbursements on a monthly basis.

Prior written approval must be received by HTFC for the use of any subcontractor, including substitution and/or change in existing subcontractor(s). The subcontract(s) between the Subrecipient and the subcontractor(s) must receive written approval by HTFC.

The Subrecipient Agreement resulting from this NOFA process is/are subject to the availability of HTFC funds. HTFC may, at its discretion, cancel the NOFA, adjust the NOFA timetable, or delay the execution of an agreement(s) resulting from this NOFA process, as it deems necessary.

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