



Homes and Community Renewal

KATHY HOCHUL
Governor

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Commissioner/CEO

NEW YORK STATE HOUSING FINANCE AGENCY

Title: MWBE/SDVOB Goal Setting Software (Solicitation)

Agency: New York State Housing Finance Agency

Division: Procurement Contracts

Contract Number: 250131

Contract Term: ~~Two~~One Year

Date of Issue: January 31, 2025

Due Date/Time: February 24, 2025, 12pm, Eastern Standard Time (“EST”)

County(ies): Manhattan

Location: New York City

Classification(s): Miscellaneous - *Consulting & Other Services*

Opportunity Type: Discretionary procurements between \$50,000 and \$500,000

Service-Disabled Veteran-Owned Set Aside: No

A. Description

The New York State Housing Finance Agency (HFA) is seeking proposals from experienced firms to procure licensing for an enterprise-wide software automation turnkey application that can support the work of HFA in establishing strategies for setting participation goals for Minority and Women-Owned Business Enterprises (MWBEs) and Service Disabled Veteran-Owned Business (SDVOB) in the procurement of materials, supplies, equipment, construction-related services and non-construction-related services. In accordance with Section 2879 of the Public Authorities Law and Article 15-A of the New York State Executive Law, this opportunity is a Discretionary Purchase Solicitation (Solicitation) and is solely intended for Small Businesses and NYS-certified MWBEs (Firms). The total estimated budget for these services shall not exceed \$500,000.

B. Calendar of Events and Milestones

Event	Date
Issuance of Solicitation	January 31, 2025
Deadline for Questions	February 13, 2025, 12PM, Eastern Standard Time (EST)
Deadline for Responses to Questions	February 18, 2025
Deadline for Submission of Proposals	February 24, 2025, 12PM, (EST)
Interview (if necessary)	To Be Determined
Anticipated Selection Date*	March 18, 2025

C. **Scope of Services**

The selected Firm shall perform the following functions using a web-based, software-as-service delivery model, which must at a minimum:

1. Seamlessly integrate the following databases, including daily refreshes/updates where available:
 - a. North American Industry Classification System (NAICS);
 - b. The Institute for Public Procurement (NIGP);
 - c. United States Census Data;
 - d. New York State Empire State Development (ESD) directory of certified MWBEs and Construction Specifications Institute (CSI) Codes; and
 - e. New York State Office of General Services (OGS) directory of certified SDVOBs.
2. Perform searches for NYS-certified MWBEs and SDVOBs along three axes:
 - a. Industry codes selected from the following services: NAICS, CSI and NIGP;
 - b. Geographic areas selected from one of the following methods: (i) statewide region(s), (ii) radial from project site, or (iii) adjacent county(ies) and;
 - c. Average annual business size based on U.S. census and other publicly available data.
3. Perform project-specific analytics to establish the potential for participation of NYS-certified MWBE and SDVOB firms to assist HFA in goal setting using the algorithm found in Federal Regulations 49 CFR Part 26.

4. Produce reports formatted to comply with the policies and procedures in Article VI of [HFA's Procurement and Contract Guidelines](#) regarding the utilization of NYS-certified MWBEs and SDVOBs.
5. Send batch emails to lists of potential NYS-certified MWBEs and SDVOBs, accumulated via searches.
6. Provide a Document Management Platform.
7. Perform outreach services to NYS-certified MWBEs and SDVOBs regarding upcoming procurement opportunities and provide ad hoc reporting data associated with outreach services.
8. Provide a turnkey solution. If unable to provide a turn-key solution, provide a turn-key solution packaged software.

D. Questions and Answers

Any questions or requests for clarification regarding this Solicitation must be submitted via email to contractunitinfo@hcr.ny.gov no later than the date identified in the “*Calendar of Events and Milestone*” section this Solicitation. The “Subject” line of the email should indicate “2025 Goal Setting Questions.”

Questions will not be accepted orally, and any question received after the deadline may not be answered. The list of questions/requests for clarifications and HFA's responses will be posted in a timely manner on [HCR's Procurement Opportunities" webpage](#).

Firms should note that all clarifications and exceptions are to be resolved prior to submission of the proposal.

E. Amendments and Addenda

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

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

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

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

F. Selection and Notification Process

Selection will be made based on (i) experience and ability to provide the services in the Scope of Work section of this Solicitation; (ii) competence, knowledge, technical expertise and capacity to perform the services in the Scope of Work section of this Solicitation, and (iii) costs. The selected Proposer will be notified via U.S. mail or email. Proposer(s) who are not selected will be notified of HFA's decision via U.S. mail or email.

G. Contract

The contract(s) resulting from this Solicitation process will be for a ~~two (2)~~ One-year term. HFA, at its discretion, may exercise its option to modify any provision in the contract including, but not limited to, the scope of services and compensation, on an as-needed basis, with the mutual written consent of the contracting parties.

The successful Proposer will be required to execute a contract with HFA that incorporates HFA's [Standard Clauses for Contracts](#), hyperlinked herein as Appendix I.

H. Proposal Submission Requirements

Firms interested in responding to this Solicitation must submit one (1) electronic copy of their proposal, via email, in searchable portable format (PDF) compatible with Adobe Reader XI. HFA will not accept discs, flash drives, or FTP references that require HFA to download information from the site of the firm or a third party. Proposals must be submitted by email to Nyhomes.proposal@nyshcr.org Nyhomes.proposal@hcr.ny.gov no later than **12pm, EST, February 24, 2025**, and include "2025 HFA Goal Setting Application" as the subject line of the email. Proposals received after this date/time may not be accepted.

I. Contents of Proposal

Proposals must include the following information in the same number order as described below:

- Tab 1. Provide a cover letter that is signed by an authorized signatory of the Firm. The cover letter to include:
- a. Firm's name, address, telephone number, state of organization of the Firm;
 - b. name, title, telephone number and email address of the individual within your organization who will be HFA's primary contact concerning the proposal;
 - c. a brief overview of your Firm and briefly describe any significant changes to the management and/or structure of the Firm, including any mergers that occurred in the last three (3) years;
 - d. identification of the location(s) and telephone number(s) of your Firm's main office, and if applicable, your Firm's NYS office;
 - e. provide an affirmation that your Firm is licensed to do business in NYS;
 - f. a statement confirming that your Firm is a NYS certified MBE, WBE or MWBE or a Small Business and attach certification from NYS' Empire State Development as evidence if applicant is an MBE, WBE or MWBE; and
 - g. a written certification that the information contained in the proposal is true and accurate and that the person signing the cover letter is authorized to submit the proposal on behalf of the Firm.
- Tab 2. Provide a description of your Firm's organization, team makeup and the resumes of partners, principals, associates, and other key staff proposed to provide services to HFA (including name(s), title(s), location(s), telephone number(s) and email address(es)) that would be assigned to work with HFA.
- Tab 3. Provide a detailed description of your Firm's approach (technically and administratively) to performing the required scope of work that includes, but is not limited to, denoting steps for safeguarding HFA's data in a secure and confidential manner;
- Tab 4. Provide a description of your Firm's experience providing similar services including a list of successful software automation application projects your Firm has completed within the last five (5) years, excluding work performed for HFA, if any.
- Tab 5. Provide three (3) recent references with contact information and phone numbers from three (3) separate projects, excluding work performed for HFA, if any.

Tab 6. Provide a detailed pricing sheet including your Firm’s hourly fee broken down by staff title or propose an alternative fee arrangement your Firm believes may be beneficial to HFA. Indicate whether the rates proposed are all-inclusive or additional miscellaneous costs will be required. Specify the additional miscellaneous costs, if applicable. Note if any governmental discounts apply.

Tab 7. Provide a statement indicating there are no conflicts of interest between your Firm or individuals in your Firm and HFA and its Affiliates (i.e., Housing Trust Fund Corporation, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation).

The Firm must disclose whether its entity, or any of its members discussed in the above paragraph, has been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity 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.

Tab 8. Firms are subject to the requirements described in the [Agencies’ Standard Clauses and Requirements for Solicitations](#), hyperlinked herein as Exhibit A. Such requirements include, but are not limited to, submission of the following information and forms of the Agency, hyperlinked herein: (a) [Lobbying Procurement Law FORM 1](#) and [Lobbying Procurement Law FORM 2](#); (b) [Non-Collusive Bidding Certification FORM](#); (c) [Vendor Information FORM](#); (d) [Vendor Responsibility Questionnaire for For-Profit Organizations or Vendor Responsibility Questionnaire – Not For Profit Organizations](#), (e) [EEO Staffing Plan Form, PROC-1](#), (f) [Vendor Assurance of No Conflict of Interest and Detrimental Effect](#), (g) [Executive Order #16 – Prohibiting Contracting with Businesses Conducting Business in Russia](#), and (h) [EEOC Statement](#)

Tab 9. Provide a statement indicating that if selected for a contract, your Firm will submit original insurance certificates (Errors and Omissions/Professional Liability, Data Breach and Pivacy/Cyber Security Liability, Automobile, Workers’ Compensation and New York State Disability) and any other coverage as required. Failure to supply original certificates with coverages and limits as per the contract will result in HFA’s inability to execute a contract.

Tab. 10 All proposers, domestic and foreign, must be in compliance with New York State business registration requirements. Contact the NYS Department of State regarding compliance. Proposals must be submitted in the full legal name of the proposer, or the full legal name plus a registered assumed name of the proposer, if any.

J. Insurance Requirements

The following requirements may be subject to change and negotiation with the successful Proposer/Bidder. Where the Proposer/Bidder is proposing insurance coverage that deviates from the requirement below, please provide an explanation in the Bid Proposal for why the coverage proposed is sufficient.

The successful Proposer/Bidder (Primary Contractor) is required to provide and maintain, at its (their) sole cost and expense, the required insurance coverage, at the minimum limits specified herein, during the term of the contract and for two years after completion of work. All required insurance policies shall be maintained with insurance companies licensed within the State of New York and holding an AM Best rating of no less than A-VIII. Said policies shall contain a provision that coverage will not be canceled, non-renewed, or materially changed until at least 30 days' prior written notice has been provided to HFA. HFA and its Affiliates, and all other parties-in-interest as HFA may designate in writing from time to time (collectively, the Additional Insureds), all as their interests may appear, shall be named as additional insureds. Primary Contractor agrees to have included in each of the above policies for Primary Contractor's parties, a waiver of the insurer's right of subrogation against the Additional Insureds. Please note If coverage is written on a claims-made policy, the Firm 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 one (1) year from the time work under the Contract resulting from this from this Solicitation is completed or must agree to insure for one year following any Contract under award. Written proof of this extended reporting period or agreement must be provided to HFA upon request.

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

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

- a. Workers' Compensation and Employers' Liability, with statutory coverage for Workers' Compensation and minimum limits of One Million U.S. Dollars (\$1,000,000) per accident, One Million U.S. Dollars (\$1,000,000) disease (each employee), and One Million U.S. Dollars (\$1,000,000) disease (policy limit) for Employers' Liability or coverage and limits complying with all regional, country, State and local requirements applicable to the services performed.

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

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

- **SI-12** – Certificate of Workers’ Compensation Self-Insurance (or **GSI-105.2** Certificate of Participation in Workers’ Compensation Group Self-Insurance).

Disability (Employer's Liability) Insurance Documentation

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

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

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

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

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

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

notice from Primary Contractor or for any other reason, and no waiver, decrease, alteration, or amendment shall be made, except as approved in advance and in writing by HFA.

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

K. Lobbying Law

IMPORTANT NOTICE: A Restricted Period under the Lobbying Procurement Law is currently in effect for this procurement process and will remain in effect until approval of the Contract. Proposers are prohibited from Lobbying Procurement Law Contacts related to this procurement process with any employee of the New York State Housing Finance Agency (“HFA” or “Agency”), or its Affiliates¹ other than the Designated Contact Officer listed below.

Lobbying Procurement Law Designated Contact Officer:

Michael Vayser, Assistant Counsel
New York State Homes and Community Renewal
New York State Housing Finance Agency
641 Lexington Avenue, New York, New York 10022
Email: Michael.Vayser@hcr.ny.gov

If you have inquiries regarding this Solicitation or would like to contact HFA regarding matters not relating to Lobbying Procurement Law Contacts, please send an email to

¹ Affiliate(s) shall mean the other agencies comprising New York State Homes and Community Renewal being the Housing Trust Fund Corporation, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation.

contractunitinfo@hcr.ny.gov, citing the Solicitation page and section, no later than the date identified indicated in the “*Calendar of Events and Milestones*” section of this Solicitation. The subject line of the email should indicate “2025 HFA Goal Setting Application.”

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