



Kathy Hochul, Governor

**Homes and
Community Renewal**

RuthAnne Visnauskas, Commissioner/CEO

Request for Proposals for Local Loan Administrator Services for the New York State Farmworker Housing Loan Program

Request for Proposals Issuance Date:

November 25, 2025

Proposal Submission Deadline:

December 30, 2025, 12PM, EST

RFP No.: DHCR_RFP_251125

NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL

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www.hcr.ny.gov

Proposal Checklist

CHECKLIST FOR REQUIRED FORMS AND RELATED ITEMS TO BE COMPLETED AND RETURNED WITH YOUR PROPOSAL SUBMISSION:

- TAB 1 – Proposal Coversheet, Cover Letter & Certification, attached hereto as Attachment I
- TAB 1 – Eligibility Requirements Questionnaire, attached hereto as Attachment II

- TAB 2 – Technical Proposal as outlined in Section 7.2 of this RFP
- TAB 2 – Additional Attachments (not included in 20-Page Limit)

- References with contact information for prior engagements, listed in Tab 2
- Resumes for Proposer’s principals and training staff and staff of Proposer’s subcontractors, listed in the Proposal Narrative
- Organizational charts or other supporting materials, referenced in Tab 2

- TAB 3 – Cost Proposal Form (utilizing template in **RFP Form A**)

- TAB 4 - Administrative Proposal
 - [Non-Collusive Bidding Certification Form](#), **RFP Form B**
 - [Vendor Information Form](#), **RFP Form C**
 - Iran Divestment Act Certification, **RFP Form D**
 - Procurement Lobbying Provisions and Forms, **RFP Form E**
 - [Vendor Responsibility Questionnaire for For-Profit Business Entity](#), **RFP Form F.1** or [Vendor Responsibility Questionnaire for Non-Profit Business Entity](#), **RFP Form F.2**
 - [Executive Order #16](#) , [Certification Conducting Business in Russia](#) , **RFP Form G**
 - [EEO Staffing Plan, PROC-1 Form](#), **RFP Form H**
 - [MWBE & EEO Policy Statement, PROC-4](#), **RFP Form I**
 - [Company Demographic Profile, PROC-7](#), **RFP Form J**
 - [EEOC Statement, PROC-8](#), **RFP Form K**
 - Financial Statements or Tax Returns with balance sheets, per Section 7.4.3(iii), **RFP Form L**
 - [Vendor Assurance of No Conflict of Interest and Detrimental Effect](#), **RFP Form M**
 - Evidence of Eligibility Requirements, Licensure and/or Certifications, per Section 7.4.3(iii),
Proposers must include in its Proposal Submission to be labeled as **RFP Form N**
 - Sexual Harassment Prevention Policy Certification per Section 7.4.3(iv), **RFP Form O**
 - [Gender-Based Violence and the Workplace Certification](#) per Section 7.4.3(v), **RFP Form P**
 - NYS Consultant Services Planned Employment Form A, **RFP Form Q.1**
 - NYS Consultant Services Annual Employment Report Form B, **RFP Form Q.2**
 - [Form ST-220-CA Contractor Certification to Covered Agency](#) (to DHCR), **RFP Form R1**
 - [Form ST-220-TD Form](#) (to be sent to NYS Tax Department), **RFP Form R2**

Request for Proposals for Local Loan Administrator Services for the New York State Farmworker
Housing Loan Program

Table of Contents

1.	Introduction	4
1.1	New York State Division of Housing and Community Renewal (“DHCR”).....	4
2.	Purpose.....	5
3.	Overview of the NYS Farmworker Housing Loan Program	5
4.	Reserved.....	7
5.	Calendar of Events and Milestones.....	7
6.	Scope of Services (“Scope of Work”).....	7
6.1	Eligibility Requirements.....	8
6.2	Statutory Requirements under the FHP	8
6.3	Roles and Responsibilities of the Administrator.....	10
7.	Contents of Proposals.....	12
7.1	TAB 1: Proposal Coversheet, Cover Letter & Proposal Certification	13
7.2	TAB 2: Technical Proposal	14
7.3	TAB 3: FORM A: Cost Proposal Form (Budget).....	18
7.4	TAB 4: Administrative Proposal	18
8.	Proposal Submission Instructions.....	22
9.	Proposer Inquiries/Revisions to this RFP.....	23
10.	Evaluation and Selection Process	23
10.1	Evaluation Process	23
10.2	Scoring and Evaluation	24
11.	Notification of Selection	26
12.	Debriefing and Protest Procedures.....	26
13.	Information relating to EEO	27
13.1	Equal Employment Opportunity Requirements.....	27
14.	Restriction of Communication.....	28
15.	Ethics	29
15.1	Public Officers Law	29
15.2	Ethics Requirements	29
15.3	Vendor Responsibility Determination.....	30
16.	Sales Tax Certification.....	31
17.	Iran Divestment Act (“Act”).....	32
18.	Sexual Harassment Prevention Policy Certification	32
19.	Gender-Based Violence and the Workplace Certification	33
20.	Freedom of Information Law (FOIL)	34
21.	Negative Findings	36
22.	Reservation of Rights	37
23.	Contract Award	38
23.1	Schedule of Appendices.....	39
23.2	Schedule of Attachments.....	39
23.3	Schedule of Forms	39



**NEW YORK STATE
DIVISION OF HOUSING AND COMMUNITY RENEWAL**

**REQUEST FOR PROPOSALS FOR LOCAL LOAN ADMINISTRATOR
SERVICES FOR THE FARMWORKER HOUSING LOAN PROGRAM**

IMPORTANT NOTICE: A Restricted Period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until State Comptroller approval of the Contract. Proposers are prohibited from Lobbying Law Contacts related to this Procurement with any New York State employee other than the Designated Contact listed below.

Designated Contact: Jason Parpas

New York State Division of Housing and Community Renewal
641 Lexington Avenue, 5th Floor, New York, NY 10022
Jason.Parpas@hcr.ny.gov

If you have inquiries regarding this request for proposal or would like to contact the New York State Division of Housing and Community Renewal regarding issues not relating to Lobbying Law Contacts, please forward inquiries via electronic email to ContractUnitInfo@hcr.ny.gov.

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 (“**DHCR**,” “**Division**” or “**Agency**”). HCR includes other agencies not involved in this Request for Proposals (“**RFP**”) process.

1.1 New York State Division of Housing and Community Renewal (“DHCR”)

DHCR is responsible for the supervision, maintenance, and development of affordable low-and moderate-income housing in the State. DHCR performs a number of activities, including (i) oversight and regulation of the State’s public and publicly assisted rental housing, (ii) administration of the State’s rent regulations and protection of rent regulated tenants, and (iii) 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.

Visit HCR’s website at www.hcr.ny.gov for more information about DHCR and its HCR affiliated agencies.

2. Purpose

The purpose of this RFP is to solicit qualified proposals from eligible Proposers to serve as a Local Loan Administrator (**“Proposer”**) for the purpose of originating, servicing, marketing and administering affordable loans to eligible Agricultural Producers¹ across NYS that will aid in the construction and improvement of dwelling accommodations for farmworker housing in accordance with statutory directives under the New York State Farmworker Housing Loan Program (**“FHP”** or the **“Program”**).

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.

3. Overview of the NYS Farmworker Housing Loan Program

The FHP was first authorized in 1995 and subsequently expanded by amendments to Article XI of the Private Housing Finance Law to aid in the improvement of existing housing or the construction of new housing for farmworkers. Under the Program, affordable loans are made to farmers to assist in the rehabilitation, improvement or new construction of housing for farmworkers (whether seasonal or year-round). Loan repayments replenish the Housing Development Fund (**“HDF”**) to allow for the origination of additional loans in a revolving loan fund structure. The FHP is administered by DHCR, with the cooperation of the New York State Department of Health and county health departments.

Under the initial HDF-funded component of the FHP, it is anticipated that DHCR will advance up to \$15,000,000 in loan funds that will be made available for disbursement on a revolving basis over a five-year (5) contract term to support the financing of farmworker housing projects throughout the State. Under this component of the FHP, loans are provided to Agricultural Producers up to a maximum of \$200,000 to any single Agricultural Producer¹ in a one (1) year period.

¹ “Agricultural Producer” shall mean a person or entity which owns or operates land eligible for an agricultural assessment pursuant to Section 355 or Section 306 of the Agriculture and Markets Law and which produces food by the tillage of the soil, or raises, sheers, feeds or manages animals or other dairying processes.

A second component of the FHP, the capital appropriation component, was created in 2025 with the passage of the Fiscal Year 2025-2026 State Budget, which included a separate \$5,000,000 capital appropriation for the FHP. Loans of up to \$400,000 may be provided under this capital program. Under the new capital appropriation component of the FHP, it is anticipated that DHCR will advance up to \$5,000,000 in loan funds that will be made available for disbursement on a revolving basis, plus any additional funds that may be appropriated over the five year (5) contract term to further support the financing of farmworker housing projects throughout the State. Under this component of the FHP, loans are provided to Agricultural Producers up to a maximum of \$400,000 to any single Agricultural Producer in a one (1) year period.

Since inception of the Program, DHCR has disbursed \$45,729,528 for a total of 523 loans. Under this Program (and by way of this RFP process), DHCR will enter into a State of New York Multi-Year Agreement (attached hereto as Appendix A1), which includes a Master Servicing Agreement (“MSA”) attached hereto as Appendix A1.1, with a participating lending institution (“**Local Loan Administrator**” or “LLA” or successful Proposer) to originate and service loans to Agricultural Producers of up to \$200,000 under the existing HDF-funded component, and up to \$400,000 under the capital appropriation component.

To ensure the maximum loan amounts for each component of the Program are not exceeded, it is expected that the LLA will maintain accurate records, in collaboration with DHCR, of loans and amounts against the available balance of the revolving loan fund and capital appropriation sources, respectively.

The successful Proposer or Local Loan Administrator will make loans to Agricultural Producers who apply and demonstrate that Program funds are needed to improve farmworker housing with the intent of bringing the housing into compliance with applicable codes (*i.e. New York State Sanitary Code, New York State Fire Prevention and Building Code and/or applicable local municipal building code*) or to construct new farmworker housing.

The MSA includes (i) a description of the roles and responsibilities of the Administrator and Agricultural Producer, (ii) the form of application to be used by the Agricultural Producer, (iii) the form of requisition for disbursement to be submitted to DHCR, (iv) the origination/servicing fee which the Administrator may charge, (v) the form of promissory note and security agreement which the Administrator will execute with the Agricultural Producer, and (vi) other conditions relating to making and servicing all loans under the Program. For a detailed listing of the loans that have been disbursed across the State since the inception of the Program, please refer to the listing titled “*NYS Farmworker Housing Loans by NYS County*” attached hereto as Appendix I.

Visit HCR’s website at <https://hcr.ny.gov/farmworker-housing-program-fwh> for further information relating to the Program.

4. [RESERVED]

5. Calendar of Events and Milestones

It is anticipated that a Contract will be awarded in response to this RFP process based on the following schedule:

Event	Date
Issuance of RFP	November 25, 2025
Deadline for RFP Questions	December 10, 2025, 12PM, Eastern Standard Time (“EST”)
Deadline for Responses to RFP Questions	December 16, 2025
Proposal Submission Deadline	December 30, 2025, 12PM EST
Anticipated Notification of Selection*	Week of February 6, 2026
Anticipated Date for Execution of the Contract(s)	May 2026
Anticipated Date for Approval of Contract(s)*	May /June 2026

*Subject to the approval of the Office of the New York State Comptroller (“OSC”).

The Agency reserves the right to modify this schedule at its discretion.

Notification of changes in connection with this RFP will be made available to all interested parties via the Agency’s website at: <https://hcr.ny.gov/procurement-opportunities>. It is the responsibility of the Proposer to check the web site for notifications relating to this RFP.

6. Scope of Services (“Scope of Work”)

The Proposer must demonstrate the ability, experience, capacity and statutory eligibility to act as a LLA to provide loans to Agricultural Producers for undertaking farmworker housing projects including, but not limited to, the marketing, origination, underwriting, monitoring, reporting and servicing of loans for the construction or improvement of dwelling accommodations for farmworkers consistent with Sections 572 and 576-D of the Private Housing Finance Law. Under the FHP, the Local Loan Administrator will provide zero percent interest loans to Agricultural Producers and may

assess a one-time origination and servicing fee upon entering into a loan agreement with the Agricultural Producer.

6.1 Eligibility Requirements

Eligible local loan administrators include farm credit bureaus, a member of the farm credit system or banking institutions² with a demonstrated ability to provide financial assistance and service to Agricultural Producers in accordance with Section 572 of Private Housing Finance Law. The Eligible Proposer requirement may be further demonstrated by submission of documentation evidencing the professional capacity and track record in the provision of similar loans and services to Agricultural Producers to assist in the improvement or construction of housing for seasonal and year-round farmworkers.

6.2 Statutory Requirements under the FHP

6.2.1 In accordance with Article 11 of the State’s Private Housing Finance Law (the “**Statute**”), the successful Proposer(s) of this RFP process will enter into a MSA with DHCR. The MSA provides that:

- a. any advances made to an Administrator will be used solely for the purpose of providing loans to Agricultural Producers for undertaking Farmworker Housing Projects;
- b. the total amount of loans made to any single Agricultural Producer may not exceed \$200,000 per year under the HDF-funded component of the Program, or \$400,000 under the capital appropriation component of the Program;
- c. the term of any loan may not exceed 10 years and equal payments of principal payable no less frequently than annually will be required to be made on such loan during the term such loan is outstanding which payments will liquidate the entire principal balance of the loan over its term; and
- d. the Administrator will pay DHCR, for deposit into the HDF, all repayments received from any Agricultural Producer on account of such loan, except for that portion permitted to be retained by the Administrator as a fee pursuant to the MSA.

The MSA also sets forth:

- e. the form of any note and security agreement to be executed by the Agricultural Producer in connection with any loan, which will include a provision that use of the loan to provide housing for a family member of the borrower or its principals will constitute a default under the loan and security agreement;
- f. the amount of any fee to be retained by the Administrator for servicing any loan;
- g. the form of application required -to be completed by an Agricultural Producer for any loan;
- h. the form of requisition and certification to be required from an Administrator to obtain an advance of funds from DHCR;

² “Banking institution” shall mean a bank, a trust company, a stock-form savings bank or a stock-form savings and loan association.

- i. any other conditions to be imposed upon an Agricultural Producer as a condition of receiving a loan;
- j. the responsibilities to be performed by the Administrator in connection with reviewing, approving and servicing the loan and the circumstances under which DHCR may terminate the MSA;
- k. conditions necessary to ensure prompt closing on loans for which funds are advanced, including payment of interest accrued of loan funds from the time advanced until utilized; and
- l. such other requirements as DHCR may from time to time establish by rules and regulations consistent with the Statute.

6.2.2 DHCR will, subject to the availability of funds, advance from the HDF to the Administrator, the amount of funds requested in any requisition within 15 business days after receipt of all following tasks:

- a. a completed requisition for an advance of funds;
- b. copies of any applications and any supporting documentation to which such requisition pertains; and
- c. a certification from the Administrator with respect to such requisition in addition to any other representation and statement required by DHCR, and such certification from the Administrator will state that:
 - (i) the Administrator has performed its responsibilities in connection with review and approval of applications to which such requisition pertains;
 - (ii) to the best of the Administrator's knowledge, the loans to which the advances pertain, comply with the MSA and the provisions of the Statute; and
 - (iii) the borrowers have demonstrated their ability to make the repayments required under the loan.

In the event that funds are not available or DHCR determines that the requisition, application or certification is defective, DHCR will notify the Administrator within 15 business days after receipt of the requisition.

6.2.3 DHCR will establish criteria for prioritizing loan applications in the event that the requisitions submitted to DHCR by the Administrator exceeds the amount then available for the purposes under the Statute. Such criteria will give a priority to housing for farmworkers and take into account:

- a. whether the Farmworker Housing Project to which the application pertains is for the purpose of brining non-conforming accommodations in compliance with the provisions of the State Sanitary Code, the State Fire Prevention and Building Code, and/or Local Municipal Building Code;
- b. whether the Farmworker Housing Project to which the application pertains is the most cost-effective approach to enable the Agricultural Producer to construct or rehabilitate dwelling accommodations for farmworkers;

- c. whether the Agricultural Producer making the application lacks the financial resources to undertake the Farmworker Housing Project without obtaining a loan pursuant to the Statute; and
- d. Such other factors as DHCR may deem relevant.

In applying the criteria to be utilized for prioritizing loans, DHCR will be entitled to rely on the information contained in the copies of the applications submitted with the requisition.

DHCR shall make advances to the Administrator, which advances (a) shall be used solely for the purpose of providing loans to Agricultural Producers for undertaking Farmworker Housing Projects; (b) in the total amount of loans made to any single Agricultural Producer shall not exceed \$200,000 per annum under the HDF-funded component of the Program, or \$400,000 per annum under the capital appropriation component of the Program; (c) for the term of any loan shall not exceed 10 years and equal payments of principal payable no less frequently than annually and commencing within one (1) year of completion of the project shall be required to be made on such loan during the term such loan is outstanding, which payments will liquidate the entire principal balance of the loan over its term; and (d) the Administrator is required to pay to the DHCR Commissioner for deposit by DHCR into the HDF all repayments received from an Agricultural Producer on account of such loan, except for that portion in excess of principal permitted to be retained by the Administrator as a fee or pursuant to the MSA.

6.3 Roles and Responsibilities of the Administrator

6.3.1 Oversight of Agricultural Producer Applications. The MSA sets forth that the Administrator shall carry out the following responsibilities in the solicitation, review and approval of Agricultural Producer applications:

- a. stimulate awareness of, and disseminate information about, the availability of funds to potential borrowers;
- b. provide application and documents to potential borrowers for new loans or the assumption of existing loans;
- c. assist potential borrowers in completing application submissions and related required documents;
- d. underwrite the proposed loan and determine the credit worthiness of the borrower using established lending standards;
- e. confirm that all required sections of the application and supporting documentation have been satisfactorily completed;
- f. use the Administrator's criteria for loan approval;
- g. provide timely decisions on loan applications that have been approved; and
- h. inform applicants who have not selected by the Administrator, including reason(s) for denial.

6.3.2 Servicing of Loans to Agricultural Producers. The MSA sets forth that the Administrator shall carry out the following responsibilities relating to servicing loans to Agricultural Producers, which responsibilities shall be set forth in greater detail in the MSA:

- a. submit complete requisition packages to DHCR;
- b. promptly close loans with approved borrowers, executing the note, security agreement, and any other applicable agreements or documents;
- c. when necessary, inform applicants when DHCR rejects an application and the reasons therefor;
- d. deposit DHCR funds into an interest-bearing account;
- e. account for DHCR funds including principal and interest accrued on the interest-bearing account;
- f. account separately for loans made pursuant to the HDF-funded component and the capital appropriation component of the Program;
- g. close loan with Agricultural Producers, subject to review by the Administrator, of compliance with all applicable laws including acquisition of building permits, etc., where applicable;
- h. return any disbursed loan funds to DHCR within 30 days' notice that an Agricultural Producer approved for a loan has withdrawn their application for such funds;
- i. monitor construction progress through completion; halt advancing any loan proceeds upon evidence of project default or financial default of the Agricultural Producer;
- j. ensure and maintain documentation that scope of work complies with State Sanitary Code, State Fire Prevention and Building Code and/or pertinent local municipal building code, via issuance of a building permit, Certificate of Occupancy by the local municipality and State or county health department approval, if applicable;
- k. charge and collect a loan origination/servicing fee as set forth in Exhibit 3 of the MSA;
- l. notify DHCR of any problems which arise in servicing loans; secure repayments pursuant to the Loan Documents, following the procedures which are utilized by the Administrator in collecting similar unsecured loans, as set forth in the administration plan of the MSA;
- m. on demand by DHCR, assign note, security agreement and other documents to DHCR;
- n. cooperate with DHCR in collection efforts on defaulted loans, as requested and as set forth in the administration plan;
- o. forward repayments of principal and interest accrued on the interest-bearing account to DHCR on an annual basis; and
- p. maintain accurate records, in collaboration with DHCR, of loans and amounts against the available balance of the revolving loan fund and capital appropriation sources, respectively.

The Administrator will maintain a cooperative working relationship with the respective County Health Departments, completing any reviews as needed.

6.3.3 Prompt Closing of Loans. The MSA sets forth that the Administrator shall close loans for which funds have been advanced within 30 calendar days of receipt of said advancement of funds. The Administrator shall deposit all funds advanced into an interest-bearing account; all interest accrued on such accounts shall be the property of DHCR and paid to DHCR no less than annually. All required executed Loan Documents will be forwarded to DHCR within five (5) business days of the loan closing date.

6.3.4. Repayments to DHCR. The MSA sets forth that all monies received by the Administrator from Agricultural Producers, pursuant to any Loan Documents executed between the Administrator and an Agricultural Producer for funds advanced under the MSA, shall be paid to DHCR within 30 days of receipt.

6.3.5 Recordkeeping of Loans. The MSA sets forth that the Administrator shall maintain accurate records and accounts of all financial transactions entered into by the Administrator which shall show in detail all income of the Administrator and all expenditures pursuant to the MSA. Such records and accounts shall include, without limitation, property and financial records, cash receipts and disbursements journals and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting principles. All such expenditures shall be supported by documentation sufficient to establish that such funds have been used in accordance with the terms of the MSA. DHCR, OSC, or their legally authorized respective representatives, are hereby authorized and empowered, from time to time, to examine the books and accounts of any Administrator which has received advances from such fund pursuant to the MSA, but only insofar as those books and accounts relate to such advances and to the Administrator's compliance with the MSA.

7. Contents of Proposals

A complete proposal for this RFP is comprised of four (4) separate tabs: (i) Tab One: Application Cover Sheet, Cover Letter and Proposal Certification; (ii) Tab Two: Technical Proposal; (iii) Tab Three: Cost Proposal; and (iv) Tab Four: Administrative Proposal.

The Proposal must be complete and prepared in the format consistent with the instructions provided in this RFP. In all instances, the Agency's determination regarding a proposal will be final. Proposals not organized in the manner prescribed in this RFP may be considered non-responsive at the Agency's 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 Agency does 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 upon eligibility requirements and prior relevant professional experience. An Agency review committee will conduct a comprehensive review of each proposal. 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 Four, as described in the Proposal Submission Requirements section of this RFP. Each Tab must be bookmarked as “Tab 1,” “Tab 2,” “Tab 3,” and “Tab 4” and must be presented in the exact order requested in this RFP. The content in Tab 2 must be limited to twenty (20) letter-size pages (single or double spaced, minimum 12-point font, and at least one-inch margins). The twenty-page limit in Tab 2 does not include resumes, references, organizational chart, 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.

The Proposer’s proposal must contain responses to the items listed below.

7.1 TAB 1: Proposal Coversheet, Cover Letter, Proposal Certification and Eligibility Requirements Questionnaire

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) and Eligibility Requirements Questionnaire, Attachment II, as outlined in the Appendices and RFP Forms portion of this RFP.

7.1.1 Proposal Coversheet

Proposer shall complete and submit a Proposal Coversheet which contains identifying information for the Proposer. The Coversheet must be submitted utilizing the template provided in Attachment I.

7.1.2 Cover Letter with Executive Summary

The Proposer’s Cover Letter must not exceed three (3) pages and must include:

- A. The Proposer's name, address, telephone number, fax number, email address and web site address, if applicable;
- B. The location of the Proposer's main office. If there are other locations of the Proposer that will be involved in the administration of loans under the Program, identify these other location(s) and include names/telephone numbers/email addresses of contact persons in these locations.
- C. A statement citing the total number of years of experience that the Proposer has accumulated in providing loans to Agricultural Producers for the construction or improvement of farmworker housing as described in the Scope of Services section of this RFP;
- D. A short narrative stating the governing bodies which oversee regulations for the Proposer (i.e. Federal Reserve, Securities Exchange Commission, New York State Department of Financial Services, etc.); and
- E. Executive Summary must fully address and demonstrate the Proposer's ability to meet the eligibility requirements and agreement to comply with the Scope of Services section of this RFP, as well as the standards set forth the MSA.

7.1.3 Proposal Certification

Proposer shall complete and submit with its Proposal Submissions 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.

7.1.4 Eligibility Requirements Questionnaire

Proposer shall complete and submit with their Proposal Submission a completed Eligibility Requirements Questionnaire, attached hereto as Attachment II of Tab 1. Proposers shall also comply with submitting evidence of its status in the form of **RFP Form N** as identified in the Proposal Checklist.

7.2 TAB 2: Technical Proposal

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 Agency 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 services sought by the Agency. Your response must include responses to the items listed below.

7.2.1 Experience and Qualifications of the Proposer

The Proposer must identify its subcontractor(s), if any. The Proposer must also provide the information in this section for its subcontractor(s), if any, and as applicable.

7.2.1.1 Provide a summary of the Proposer's expertise that describes its unique capabilities including demonstrated experience in, and knowledge of, lending to Agricultural Producers and the construction or improvement of farmworker housing. The narrative should discuss the Proposer's ability to meet the requirements and deliverables in the Scope of Work section of this RFP. The Proposer must list and describe related experience in delivering each responsibility identified in the Scope of Work and MSA and provide data that demonstrates the success of its approach, where possible. The narrative should also include a descriptive summary indicating the number of comparable loans to Agricultural Producers the Proposer has been involved in, either as the lead firm or in a supporting role, **in the past five years**. If a Proposer will be subcontracting or partnering any portion of the Scope of Work, include a summary of the technical expertise of the subcontractor(s).

7.2.1.2 Provide a detailed description of the direct prior experience of the Proposer for completed loans to Agricultural Producers and farmworker housing projects, comparable to the Scope of Services described in this RFP, **in the last five years**. Specifically, the Proposer should detail similar engagement(s) that demonstrate the depth and breadth of the Proposer's expertise and experience including a description of the direct prior experience of the Proposer with New York State or other entities comparable to the State for whom the Proposer provides, or has provided, similar services to those described in this RFP.

For each engagement, indicate the following information:

- (i) Name of client organization;
- (ii) Role of the Proposer;
- (iii) Type of client (e.g., corporate entity);
- (iv) Description and services provided;
- (v) Engagement duration, including start/end dates;
- (vi) Number of Proposer staff (FTEs) involved;

Any other information regarding the engagement that would assist DHCR in determining the level of satisfaction experienced by the client;

- (i) Describe any best practices or innovative techniques that were learned and/or applied under the engagement that may be useful in achieving outcomes listed in the Scope of Services section of this RFP; and
- (ii) Provide the name, title and contact information for the individual that can provide a reference for the client and speak with authority to the Proposer's performance in the engagement.

7.2.2 Staff Experience and Qualifications

7.2.2.1 The Proposer must present a Staffing Plan. The Staffing Plan must cite the names and titles of the primary staff who will staff the engagement and shall cite the number of years of experience of each primary staff member. Attach the résumés and professional qualifications of the Proposer's key personnel and staff, including loan officers, to be assigned to work on the provision of loans to Agricultural Producers including degrees, licenses, summary of experience and years of relevant experience. Specifically, identify staff currently employed by the Proposer who will serve in key roles. Identify partners and subcontractors who the Proposer will be engaging with as part of this proposal, if any. Specify the primary contact person for the Proposer (name, title, location, telephone number, and e-mail address).

7.2.3 Work Plan Approach and Methodology to Meeting the Functional and Technical Requirements

The Proposer must submit a detailed work plan that identifies the approach and methodology for serving as Administrator and providing loans to Agricultural Producers as set forth in the Scope of Work section of this RFP and the MSA. Specifically, the work plan must include:

- (i) how the Proposer, as Administrator, will ensure that they will fully utilize the contract amount to be provided for the provision of loans to Agricultural Producers during the term of the MSA;
- (ii) how the Proposer will ensure compliance with the statutory requirements of the loan program, as set forth in Sections 572 and 576-D of Private Housing Finance Law;
- (iii) the form of promissory note and security agreement to be executed by the Administrator and the Agricultural Producer;
- (iv) the fees to be charged by the Proposer for the origination, servicing and monitoring of loans;
- (v) the form of application which the Agricultural Producer applying for a loan will submit to the Proposer;
- (vi) the form of requisition and cost certification to be utilized by the Proposer as required in the MSA;
- (vii) any other conditions required by the Proposer of Agricultural Producers in the receipt of such loans;

- (viii) a description of how the Proposer will market/advertise the availability of loan funds throughout the State;
- (ix) a description of the technical assistance that the Proposer will make available to prospective borrowers in completing loan applications;
- (x) a detailed description of the credit and underwriting standards that will be used in reviewing and approving loan applications;
- (xi) a detailed description of the criteria that will be considered as the basis for approving loan applications;
- (xii) a detailed description of the criteria that will be considered as the basis for denying loan applications;
- (xiii) a description of how loan applications will be prioritized if insufficient funds are available to approve all loan applications;
- (xiv) the timeframe for reviewing and making determinations on loan applications;
- (xv) a detailed description of the process that will be used and the information that will be provided in connection with requests for funds from DHCR;
- (xvi) a description of efforts that will be made to ensure prompt loan closings and executions with borrowers;
- (xvii) the methods and controls that will be used for depositing and disbursing funds received from DHCR to ensure that funds are not misappropriated and that funds are used solely for eligible purposes;
- (xviii) a description of how the Proposer will monitor construction of projects to ensure that work is completed consistent with approved uses and applicable building codes;
- (xix) a plan for how loan defaults and other instances of non-compliance will be managed during construction;
- (xx) a description of how loan defaults will be managed after construction completion;
- (xxi) the process to be used to remit loan repayments to DHCR for re-deposit in the Housing Development Fund;
- (xxii) a detailed description of recordkeeping practices that will be used during the term of the contract to document all aspects of loan administration, including statutory compliance and compliance with the MSA and State contract requirements; and
- (xxiii) Indicate Proposer deviations from the MSA (MSA attached hereto as Appendix A1.1). Any proposed deviations in the form of the MSA will be factored into the selection process.

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

Tab 3 is comprised of the Cost Proposal Form(s) (“**Cost Proposal**” or “**Budget**”), attached hereto as **RFP Form A**. Additional categories may not be added. The Cost Proposal Form must be signed and dated by an authorized signatory of the Proposer.

7.4 TAB 4: Administrative Proposal

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

7.4.1 General Forms

- (i) [Non-Collusive Bidding Certification Form](#), attached hereto as **RFP Form B** and hyperlinked herein.
- (ii) [Vendor Information Form](#), attached hereto as **RFP Form C** and hyperlinked herein.
- (iii) Iran Divestment Act Certification, attached hereto as **RFP Form D**.
- (iv) Procurement Lobbying Provision Forms, attached hereto as **RFP Form E** (collectively, the “**Lobbying Forms**”).
- (v) [Vendor Responsibility Questionnaire\(s\) \(“VRQ Questionnaire”\)](#). Pursuant to Section 15.3 of this RFP, if the Proposer submits the VRQ Questionnaire electronically, a Proposer may do so in the OSC online [VendRep System](#), hyperlinked herein. Proposal Submission Instructions for submitting the VendRep Questionnaire electronically are provided in Section 15.3 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 F.1** or the [Vendor Responsibility Questionnaire for Non-Profit Business Entity](#), attached hereto as **RFP Form F.2** must be included within its Proposal Submission. All questionnaires must be certified within six (6) months of the Proposal Submission Deadline. Proposed subcontractors of the Proposer with subcontracts valued at \$100,000 or more are also required to submit a certified VRQ Questionnaire as outlined herein.

- (vi) [Executive Order #16 – Prohibiting Contracting with Businesses Conducting Business in Russia](#), attached hereto as **RFP Form G** and hyperlinked herein.

7.4.2 Equal Employment Opportunity (“EEO”)

Proposer must provide responses listed below as part of your response:

- (i) [Equal Employment Opportunity Staffing Plan, PROC-1 form](#), attached hereto as **RFP Form H** and hyperlinked herein:
- (ii) [MWBE & EEO Policy Statement, PROC-4](#) , attached hereto as **RFP Form I** and hyperlinked herein.
- (iii) [Company Demographic Profile, PROC-7 form](#), attached hereto as **RFP Form J** and hyperlinked herein.
- (iv) [EEOC Statement, PROC-8 form](#), attached hereto as **RFP Form K** and hyperlinked herein. Please note that completion of the PROC-8 form is applicable to Proposers with 15 or more employees.

7.4.3 Disclosures, Licenses and Evidence of Insurance

Proposer to provide responses listed below as part of your response.

- (i) Financial Disclosures. Proposer’s most recent two years of audited financial statements or federal tax returns to be provided as **RFP Form L**. Note that each financial statement or federal tax return must be accompanied by a balance sheet.
- (ii) [Vendor Assurance of No Conflict of Interest and Detrimental Effect](#), attached hereto as **RFP Form M** and hyperlinked herein.
- (iii) Evidence of Eligibility, Licensure and/or Certifications. The Proposer must include a copy of its formation documents (i.e. charter) evidencing its status as a farm credit bureau, member of the farm credit system or banking institution. The Proposer must respond affirmatively that it, and its subcontractors (if any), will have, if awarded a Contract, prior to commencement of work, all necessary licenses, certifications, approvals, and other needed credentials to perform the Scope of Services in the RFP, if applicable. Provide information requested in this subsection as **RFP Form N**, attached hereto.

- (iv) Sexual Harassment Prevention Policy Certification. Provide your firm’s statement / certification pursuant to Section 18 of this RFP in the form attached hereto as **RFP Form O**.
- (v) Gender-Based Violence and the Workplace Certification, attached hereto as **RFP FORM P** and hyperlinked herein.
- (vi) Minimum Insurance Requirements. Upon request by DHCR, the successful Proposer (referred to hereinafter as the “Contractor” or “Administrator”) must submit the following insurance documentation upon notification of selection for award:

The Administrator agrees, at its own expense, to provide and keep in full force and effect during the term of the MSA and for a period of five (5) years thereafter, the kinds and minimum amounts of insurance coverages as indicated below or as required by law, whichever is greater, with insurers in good standing, possessing an A.M. Best rating of not less than A VII, and authorized to do business under the laws of the United States and of the State of New York and of the state in which performance of the services, as more fully described in the Scope of Services section of this RFP, occurs, and if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency.

- 1.1.1 Comprehensive General Liability written on an occurrence coverage form, including, without limitation, Bodily Injury and Property Damage Liability, Products and Completed Operations Liability, Contractual Liability and Personal and Injury Liability. The minimum limits are One Million U.S. Dollars (USD 1,000,000) per each occurrence, Two Million U.S. Dollars (USD 2,000,000) aggregate (Products and Completed Operations);
- 1.1.2 Workers’ Compensation and Employers’ Liability with statutory coverage for Workers’ Compensation and minimum limits of One Million U.S. Dollars (USD 1,000,000) per accident, One Million U.S. Dollars (USD 1,000,000) disease (each employee), and One Million U.S. Dollars (USD 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;
- 1.1.3 Technology Errors and Omissions Liability, including Cyber Liability – Technology Errors and Omissions, including Cyber Liability, (or Professional Liability) insurance with limits of not less than \$5,000,000.
- 1.1.4 Umbrella/Excess Liability with minimum limits of \$5,000,000 for each claim and in the general aggregate;

- 1.1.5 Automobile Liability One Million U.S. Dollars (USD 1,000,000) per person One Million U.S. Dollars (USD 1,000,000) per accident covering bodily injury (including death), and property damage for all vehicles that Administrator owns, hires or leases; and
- 1.1.6 Commercial Blanket Fidelity Bond Insurance, which shall include a customer protection endorsement, with minimum limits of Two Million U.S. Dollars (\$2,000,000). The State of New York together with the Agency and its directors, officers, employees, and agents shall be named as loss payee under this policy.
- 1.1.7 The State of New York together with the Agency and its directors, officers, employees, and agents shall be named as an additional insured under each such policy of insurance obtained by Administrator under subsections 1.1.1, 1.1.3, 1.1.4, and 1.1.5 above.
- 1.1.8 The foregoing insurance requirements set forth the minimum amounts and scopes of coverage to be maintained by Administrator and are not to be construed in any way as a limitation on Administrator's liability under the MSA. The insurance coverages listed 1.1.1 and 1.1.5 shall be primary and will not participate with nor will be excess over any valid and collectable insurance or program of self-insurance carried or maintained by the Agency; for all other policies listed, the Administrator shall provide a waiver of subrogation satisfactory to the Agency.
- 1.1.9 Upon request, Administrator shall furnish Certificates of Insurance issued by the applicable insurance carriers, not local agents thereof, evidencing all of the foregoing insurance coverages prior to or upon execution of an Agreement. Full copies of the policies required above shall be furnished to the Agency upon request. All of the above described policies shall provide (through affirmative endorsement to the policies) that no less than thirty (30) days' prior written notice of cancellation, material modification, reduction in coverage or non-renewal shall be given to the Agency. The failure of Administrator to comply with any of the terms of these policies shall not adversely affect the Agency's coverage thereunder. Certificates of Insurance evidencing any modification, renewal or replacement of any of these insurance coverages shall be furnished to the Agency within ten (10) days after such modification, renewal or replacement. Any failure on the part of the Administrator to provide Certificates of Insurance to the Agency in accordance with the terms of the MSA shall be deemed a remediable material breach by the Administrator. In

the event that any services under the Agreement are to be rendered by persons other than the Administrator's own employees, Administrator shall arrange for such persons to forward to the Agency, prior to commencement of the Scope of Services in this RFP by them, Certificates of Insurance evidencing such amounts, in such form, and with such insurance companies as are satisfactory to the Agency.

8. Proposal Submission Instructions

As indicated in the Content of Proposals section of this RFP, a complete proposal for this RFP is comprised of four (4) separate tabs: (i) Tab One: Application Coversheet, Cover Letter, Proposal Certification and Eligibility Requirements Questionnaire; (ii) Tab Two: Proposal Narrative; (iii) Tab Three: Cost Proposal; and (iv) Tab Four: Administrative Proposal.

Electronic Proposal Submissions must be bookmarked and submitted by email by the Proposal Submission Deadline to Nyhomes.proposal@hcr.ny.gov, in searchable Portable Document Format (“PDF”) compatible with Adobe Reader. DHCR will not accept discs, flash drives or FTP file references that require DHCR 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 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 three attachments, Tabs 1, 2 and 4** of the proposal, and the subject line of the email for this section must be labeled: **“Farmworker Housing LLA RFP – Part I, Tabs 1, 2 & 4”**.
- B. **Part II** shall include one attachment, **Tab 3** of the proposal, and the subject line of the email for this section must be labeled: **“Farmworker Housing LLA RFP – Part II, Tab 3”**.

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 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 DHCR. All proposals and accompanying documentation become the property of the State of New York and will not be returned. DHCR reserves the right to use any portion of the Proposer's proposal not specifically noted as proprietary.

9. 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 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 will not be answered. The comprehensive list of questions/requests for clarifications and the official Agency responses will be posted to DHCR'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 Agency's 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.

Further, a Proposer who discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, should immediately notify the Agency of such error and request clarification or modification to the document. DHCR shall make RFP modifications by addendum, provided that any such modifications would not materially benefit or disadvantage any particular Proposer.

If a Proposer fails to notify the Agency of a known error or an error that reasonably should have been known, prior to the Proposal Submission Deadline, 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 Agency's website on a daily basis from the time of RFP issuance through the Proposal Submission Deadline for updates. It is the sole responsibility of the Proposer to be knowledgeable of all addenda related to this procurement.

10. Evaluation and Selection Process

10.1 Evaluation Process

The evaluation of proposals shall be based on the "Best Value" concept. The proposal(s) 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.

DHCR may deem a proposal non-responsive and disqualify a Proposer, if any of the required forms, information or other documentation is missing or incomplete. DHCR reserves the right, in its sole judgment, to disregard any apparent errors in a proposal that it deems insignificant.

During the evaluation process, DHCR may require information from a Proposer. If specific sections of the written proposal require clarification, DHCR will identify the section(s) and information requested in writing. The Proposer should respond by the deadline stated in the correspondence. In addition, DHCR may use the proposal, information obtained through any interviews, and DHCR's 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 evaluation and selection under this RFP. DHCR reserves the right to contact other sources not necessarily identified in the proposal to obtain information.

10.2 Scoring and Evaluation

10.2.1 Eligibility Requirements

DHCR will examine all proposals that are received in a proper and timely manner to determine if they meet the Eligibility Requirements indicated in this RFP. Proposals that are materially deficient in meeting the Eligibility Requirements or have omitted material documents, in the sole opinion of DHCR, may be rejected. All proposals passing the Eligibility Requirements review will be evaluated.

10.2.2 Technical Proposal Evaluation – 65 Points

The Agency's 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 section of this RFP. Evaluations will be based on the Proposer's demonstration of its ability to provide the services required through its Technical Proposal, including the Proposer's previous experience in providing loans to Agricultural Producers for the construction or improvement of farmworker housing.

10.2.3 Cost Proposal – 30 Points

The Agency's 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 will 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 (30 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 = (30 potential points) X (Low bid / Proposer's bid)

10.2.4 EEO Scoring – 5 Points

The Agency's Department of Empowerment, Compliance and Opportunity ("DECO") will examine the EEO documents and review them for responsiveness to EEO requirements.

All proposals are eligible to receive five (5) percentage points on the representation of minorities and women among the firm's executive/senior-level officials, administrators, and professionals. Additional consideration will be given to the diversity of key staff proposed to work under the contract of the successful Proposer of this RFP process.

10.2.5 Interviews, if needed – 10 Points

The Agency reserves the right to conduct interviews with Proposers with the three highest Initial Composite Scores and any Proposers within 10% of the average Initial Composite Score of the top-three ranked Proposers. An Initial Composite Score for each responsive Proposer will be calculated by adding the Technical Proposal points, the EEO Points and Cost Proposal points.

Proposers will be notified of the date, location, and time of their interview. The interview will be designed to allow the Proposer to demonstrate their ability to provide the required services. The Proposer, as well as other key personnel who would be responsible for providing the required services, should be present and participate in the interview.

Further information with regard to the format of this stage of the evaluation may be provided to the Proposer prior to the interview. The interview should substantiate the characteristics and attributes claimed by the Proposer in the written response to the RFP. However, the interviews will not be an opportunity to cure material omissions in any Proposer's proposal and are not a substitute for a well-written proposal.

DHCR may choose to forego interviews at its discretion.

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11. Notification of Selection

It is the intent of DHCR to award one (1) contract to the successful Proposer as a result of this RFP process. Notification of award will be provided to the successful Proposer. Upon notification of selection, the following administrative forms will be required:

- 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 Q.1**. The successful Proposer also agrees to submit an annual employment report (“the **NYS Consultant Services Annual Employment Report Form B**”), attached hereto as **RFP Form Q.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 16 of this RFP for further information and **RFP Form R1** for the Sales Tax Certification form.
- Proof of the Minimum Insurance Requirements outlined in Subsection 7.4.3 of this RFP.

12. Debriefing and Protest Procedures

12.1 Debriefing Procedures

Unsuccessful Proposers shall be notified upon DHCR’s selection of a Contractor. Consistent with New York State Finance Law Section 163, Proposers may, within 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 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 10 business days of receipt of written request by DHCR, or as soon after that time as practicable under the circumstances.

12.2 Protest Procedures

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

An unsuccessful Proposer may file a protest concerning the contract award to ContractUnitInfo@hcr.ny.gov within 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).

13. Information relating to EEO

13.1 Equal Employment Opportunity Requirements

By submission of a proposal in response to this solicitation, the Proposer agrees with all of the terms and conditions of the below clause titled, "Equal Employment Opportunities for Minorities and Women."

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 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, then the following shall apply and by signing the Contract, 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 contracts of the Agency 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, 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 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(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.

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, 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.

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 subcontractors, 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.

14. Restriction of Communication

Pursuant to State Finance Law (“SFL”) §§139-j and 139-k, this RFP imposes certain restrictions on communications between the Agency and 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 Agency (the “**Restricted Period**”) with any person other than the designated contact(s) 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 Agency 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:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/Faq.htm>.

15. Ethics

15.1 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.

15.2 Ethics Requirements

The successful Proposer(s) 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 (“**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 who are former employees of the State 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, no person who is employed by the successful Proposer(s) or its subcontractors and who is disqualified from providing services under any resulting contract pursuant to any Ethics Requirements may share in any net revenues of the successful Proposer(s) or its subcontractors derived from any resulting contract.

The successful Proposer shall identify and provide the State with notice of those employees of the successful Proposer and its subcontractors who are former employees of the State that are proposed to perform services under any resulting contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the successful Proposer provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from JCCOPE, and, if deemed appropriate by the State, instruct any such person to seek the opinion of JCOPE. 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 any resulting contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

15.3 Vendor Responsibility Determination

DHCR will conduct a review of each Proposer's Vendor Responsibility Questionnaire (Form F.1 or F.2) to provide reasonable assurances that the Proposer is responsible. All identified subcontractors 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. DHCR 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 DHCR identifies potentially negative information in its review, DHCR will notify the Proposer. If DHCR makes a preliminary finding that the Proposer is non-responsible, DHCR 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, any changes in the provided Questionnaire shall be disclosed to DHCR, 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 DHCR, 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.

DHCR, in its sole discretion, reserves the right to suspend any or all activities under any resulting contract, 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 DHCR 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 DHCR officials or staff, the contract may be terminated by DHCR at the Proposer's expense where the Proposer is determined by DHCR to be non-responsible. In such event, DHCR may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach. DHCR reserves the right to terminate a contract for non-responsibility, including failure to disclose information. This provision shall also apply to any proposed subcontractor with performing services under the resulting contract in excess of \$100,000. Proposers and applicable subcontractors are required to complete, certify, and submit a Vendor Responsibility Questionnaire as part of their Proposal Submission.

16. Sales Tax Certification

Pursuant to New York State Tax Law Section 5(a), the successful Proposer and its affiliates and/or sub-contractors will be required to certify to the New York State Department of Taxation and Financial Services (“DTF”) that the firm 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 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 R-1 with DHCR. In addition, the Contractor is required to file the ST-220-TD Form R-2 with the NYS Tax Department (both forms may be found at the following URL on the DTF website:

https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

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-CA](#) 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.

17. Iran Divestment Act (“Act”)

By submitting a signed certification in the form of Form E in response to this RFP or by assuming the responsibility of a contract awarded hereunder, the Proposer (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 website of the State’s Office of General Services and further certifies that it will not utilize on such DHCR 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 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 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.

18. Sexual Harassment Prevention Policy Certification

Pursuant to N.Y. State 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

bidder 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 N.Y. State Labor Law § 201-g.

N.Y. State 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 N.Y. State 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 N.Y. State Finance Law § 139-l, any proposal by a corporate Bidder or 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 Bidder cannot make the certification. After review and consideration of such statement, DHCR may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

19. Gender-Based Violence and the Workplace Certification

Under New York State Finance Law § 139-m, all bidders for New York State contracts must establish a policy addressing gender-based violence and the workplace. New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the minimum requirements outlined in the Gender-Based Violence and the Workplace Certification, attached hereto as **RFP FORM P**.

The model **policy addressing gender-based violence and workplace** can be found online at the following URL: [gender-based-violence-and-the-workplace-model-policy-for-nys-bidders.pdf](#)

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20. 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, a State 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 (Tab 4) 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 State will not honor any attempt by a Proposer either to designate its entire bid 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.

21. 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 DHCR 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 in 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:

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- 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 be submitted in Tab 4 of the Administrative Proposal. Failure to disclose any relevant findings may result in disqualification of the proposal.

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22. Reservation of Rights

DHCR reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at DHCR's 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 DHCR's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to DHCR's 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;
- Waive any requirements that DHCR deems are not material;
- Negotiate with the successful Proposer within the scope of the RFP in the best interests of the State;
- Conduct contract negotiations with the next responsible Proposer, should DHCR 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; and
- Negotiate with the next highest-rated, qualified Proposer for purposes of executing a contract, if it is subsequently determined by DHCR that the successful Proposer is not responsible.

Depending on the nature of the procurement, there may be additional State reserved rights beyond those presented here.

23. Contract Award

The term of the contract(s) will be for a term of five (5) years, which shall be subject to approval by the Office of the State Comptroller (“OSC”) and the Office of the State’s Attorney General (“OAG”) and contingent upon the availability of funding; however, DHCR reserves the right to not award a contract, at its sole discretion. DHCR reserves the right to revoke a tentative contract award if such approval is not granted by the OAG and OSC. DHCR will evaluate each proposal based on the “Best Value” concept. The Proposal Submission(s) which “optimizes quality, cost, and efficiency” among the responsive and responsible Proposers will be selected for award.

In the event an agreement cannot be made with the highest rated qualified Proposer(s), DHCR reserves the right to negotiate with the next highest rated qualified Proposer(s).

Upon contract award, public announcements or news releases pertaining to the contract shall not be made without the prior written consent of DHCR.

DHCR may, upon thirty (30) days’ written notice, terminate the contract(s) resulting from this RFP in the event of a successful Proposer’s failure to comply with any of the proposal’s requirements unless the successful Proposer obtained a waiver of the requirement.

In addition, DHCR may also terminate any contract resulting from this RFP upon ten (10) days’ written notice if a Contractor makes any arrangement or assignment for the benefit of creditors.

Further, DHCR shall have the right, in its sole discretion, at any time to terminate a contract resulting from this RFP or any unit portion thereof, with or without cause, by giving a thirty (30) days’ written notice to the Contractor.

DHCR reserves the right to terminate a contract resulting from this RFP process in the event it is found that a certification filed by the Proposer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DHCR may exercise its termination right by providing written notification to the Contract awardee.

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The awarded Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. The written Agreement with the awarded Proposer shall be a New York State contract that includes the State’s “Standard Clauses for New York State Contracts,” attached hereto as Appendix A. The entire Agreement shall consist of the documents, appendices and forms listed below. Conflicts between these documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State
2. Appendix A1, State of New York Multi-Year Agreement, which includes the MSA (the “Agreement”)
3. Appendix II, DHCR Requirements and Procedures for Contract Participation by Minority Group Members and Women
4. The Request for Proposals document (the “RFP”)
5. Contractor’s Proposal Submission

The contract(s) shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

Below (and following this RFP) is a list of the Appendices, Attachments and Forms to be incorporated in the awarded contract(s).

23.1 Schedule of Appendices

Appendix A	Standard Clauses for New York State Contracts
Appendix A1	State of New York Multi-Year Agreement which shall include all Appendices including the MSA (Appendix A1.1) , and MSA Exhibits outlined below:
	MSA Exhibit 1 Administration Plan
	MSA Exhibit 2 Note and Security Agreement
	MSA Exhibit 3 Schedule of Administrator Origination and Servicing Fees
	MSA Exhibit 4 Agricultural Producer Application
	MSA Exhibit 4A Environmental Review Requisition
	MSA Exhibit 5 Administrator Requisition
	MSA Exhibit 5A Requisition Disbursement Certification Form
	MSA Exhibit 6 Criteria for Prioritizing Application
Appendix I	NYS Farmworker Housing Loans by NYS County as of October 27, 2025

23.2 Schedule of Attachments

Attachment I	Proposal Coversheet, Cover Letter & Certification
Attachment II	Eligibility Requirements Questionnaire

23.3 Schedule of Forms

RFP Form A	Cost Proposal Form, TAB 3
RFP Form B	Non-Collusive Bidding Certification Form
RFP Form C	Vendor Information Form
RFP Form D	Iran Divestment Act Certification
RFP Form E	Procurement Lobbying Provisions and Forms
RFP Form F1	Vendor Responsibility Questionnaire for For-Profit Business Entity
RFP Form F2	Vendor Responsibility Questionnaire for Non-Profit Business Entity
RFP Form G	Executive Order #16 – Prohibiting Contracting with Businesses Conducting Business in Russia
RFP Form H	EEO Staffing Plan, PROC-1 Form
RFP Form I	MWBE & EEO Policy Statement, PROC-4 Form
RFP Form J	Company Demographic Profile, PROC-7 Form
RFP Form K	EEOC Statement, PROC-8 Form
RFP Form L	Financial Statements or Tax Returns with balance sheets
RFQ Form M	Vendor Assurance of No Conflict of Interest and Detrimental Effect
RFP Form N	Evidence of Eligibility Requirements, Licensure and/or Certifications, per Section 7.4.3(iii),
RFP Form O	Sexual Harassment Prevention Policy Certification
RFP Form P	Gender-Based Violence and the Workplace Certification
RFP Form Q.1	NYS Consultant Services Contractor’s Planned Employment Form A
RFP Form Q.2	NYS Consultant Services Contractor’s Annual Employment Form B
RFP From R1	Form ST-220-CA Contractor Certification to Covered Agency (to DHCR)
RFP From R2	Form ST-220-TD Form (to be sent to NYS Tax Department)

Appendix A

Standard Clauses for New York State Contracts

Appendix A may be downloaded at the following web address:

<https://ogs.ny.gov/system/files/documents/2023/06/appendix-a-june-2023.pdf>

(Appendix I to follow this page)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

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

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, licenser, 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 on State 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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 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 over \$25,000.00 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 Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State 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 contracting agency 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 contracting agency 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.

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.

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 A1
State of New York Multi-Year Agreement
(Appendix A1 to follow this page)

Appendix A1 includes all Appendices including the **MSA (Appendix A1.1)**, and MSA Exhibits outlined below:

MSA Exhibit 1	Administration Plan
MSA Exhibit 2	Note and Security Agreement
MSA Exhibit 3	Schedule of Administrator Origination and Servicing Fees
MSA Exhibit 4	Agricultural Producer Application
MSA Exhibit 4A	Environmental Review Requisition
MSA Exhibit 5	Administrator Requisition
MSA Exhibit 5A	Requisition Disbursement Certification Form
MSA Exhibit 6	Criteria for Prioritizing Application

STATE OF NEW YORK MULTI-YEAR AGREEMENT

<u>STATE AGENCY</u> (Name and Address): 	<u>CONTRACT NUMBER</u> : <u>BUSINESS UNIT</u> : <u>DEPARTMENT ID</u> : <u>TYPE OF PROGRAM(S)</u> :
<u>CONTRACTOR</u> (Name and Address): 	
<u>CHARITIES REGISTRATION NUMBER</u> : <u>NYS VENDOR ID</u> : <u>MUNICIPALITY NO.</u> : (if applicable)	<u>INITIAL CONTRACT PERIOD</u> <i>(enter the full multi-year contract term):</i> FROM: TO: <u>FUNDING AMOUNT FOR INITIAL PERIOD</u> <i>(enter the full multi-year dollar amount):</i>
<u>STATUS</u> : CONTRACTOR IS () IS NOT () A SECTARIAN ENTITY CONTRACTOR IS () IS NOT () A NOT-FOR-PROFIT ORGANIZATION.	<u>MULTI-YEAR TERM</u> <i>(enter the full multi-year contract term):</i> FROM: TO:

APPENDICES ATTACHED AND PART OF THIS AGREEMENT:

- | | | |
|--|---------------|---|
| | APPENDIX A | Standard Clauses as required by the Attorney General for all State contracts |
| | APPENDIX A1.1 | Master Servicing Agreement
MSA Exhibit 1 Administration Plan
MSA Exhibit 2 Note and Security Agreement
MSA Exhibit 3 Schedule of Administrator Servicing Fees/Interest
MSA Exhibit 4 Agricultural Producer Application
MSA Exhibit 4A Environmental Review Requisition
MSA Exhibit 5 Administrator Requisition
MSA Exhibit 5A Requisition Disbursement Certification Form
MSA Exhibit 6 Criteria for Prioritizing Application |
| | APPENDIX A1.2 | Agency Specific Clauses |
| | APPENDIX B | Request for Proposals |
| | APPENDIX C | Contractor’s Proposal
Cost Proposal Form, TAB1 – RFP Form A |
| | APPENDIX II | <u>MWBE Requirements and Procedures for Contract Participation by Minority Group Members and Women</u> |
| | APPENDIX X | Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods) |

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR

By: _____

Printed Name

Title: _____

Date: _____

Contract No. _____

STATE AGENCY

By: _____

Printed Name

Title: _____

Date: _____

State Agency Certification

“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.”

STATE OF NEW YORK)

) SS.:
County of _____)

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary) _____

ATTORNEY GENERAL’S SIGNATURE

Title: _____

Date: _____

STATE COMPTROLLER’S SIGNATURE

Title: _____

Date: _____

STATE OF NEW YORK
MULTI YEAR AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this AGREEMENT beyond the end date specified on the face page hereof.
- B. Funding for the entire contract period shall not exceed the amount specified as “Funding Amount for Initial Period” on the face page hereof.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. To modify the AGREEMENT, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendices A1.1 and A1.2.
- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Contractor’s Proposal (Appendix C) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount,

consideration, scope or other terms of such contract must be submitted to OSC for approval when:

The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

- H. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Section 4 of Appendix A1.2) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix A1.2) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix A1.2). The STATE shall pay the CONTRACTOR, in consideration of contract services, a sum not to exceed the amount noted on the face page hereof. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may terminate this AGREEMENT without cause by ninety (90) days prior written notice.
- D. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendices A1.1 and A1.2.
- E. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- F. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

- G. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. 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 claim, demand or application to or for any right based upon any different status.

V. Property

- A. Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendices A1.1 and A1.2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendices A1.1 and A1.2.

APPENDIX A1.1
MASTER SERVICING AGREEMENT
FARMWORKER HOUSING PROJECT LOAN FUND PROGRAM

This AGREEMENT made and entered into as of __ day of _____, 20__, by and between the Commissioner of the New York State Division of Housing and Community Renewal ("Commissioner" or "DHCR"), with an office at the Hampton Plaza, 38-40 State Street, Albany, New York 12207, and _____, ("Administrator"), having its principal place of business at _____.

W I T N E S S E T H:

WHEREAS, pursuant to Article 11 of the Private Housing Finance Law, ("Statute"), the Commissioner is authorized to prescribe and enter into master servicing agreements with local loan administrators, as defined by the Statute, ("Administrator") for the purpose of providing funds for the construction or improvement of dwelling accommodations for farmworkers; and

WHEREAS, the Administrator has demonstrated ability to provide financial assistance and service to Agricultural Producers (as defined herein) and intends to use advances from the Commissioner to make loans to Agricultural Producers for the purpose of construction or improvement of dwelling accommodations for farmworkers, as more fully described in the Administration Plan, exhibit 1, attached hereto;

NOW, THEREFORE, the parties mutually agree as follows:

1. TERM and MAXIMUM CONTRACT AMOUNT. This Agreement shall commence on _____ and shall expire _____ ("Term"). The Commissioner shall make available to the Administrator an amount not to exceed _____ for the purposes set forth below. The contract amount stated herein may be revised by the Commissioner if the Commissioner deems it necessary, upon notice to the Administrator.

2. DEFINITIONS. For the purposes of this Agreement:

"Agricultural Producer" shall mean a person or entity which owns or operates land eligible for an agricultural assessment pursuant to section three hundred five or section three hundred six of the New York Agriculture and Markets Law and which produces food by the tillage of the soil, or raises, sheers, feeds or manages animals or other dairying processes.

APPENDIX A1.1

“Farmworker Housing Project” shall mean a specific work or improvement that is undertaken by one or more Agricultural Producers for the construction or improvement of dwelling accommodations for farmworkers who are not family members of the Agricultural Producers.

3. STATUTORY REQUIREMENTS. (a) The Commissioner shall, subject to the Statute and this Agreement, make advances to the Administrator, which advances shall be used solely for the purpose of providing loans to Agricultural Producers for undertaking Farmworker Housing Projects; (b) the total amount of loans made to any single Agricultural Producer shall not exceed two hundred thousand dollars per annum; (c) the term of any loan shall not exceed ten years and equal payments of principal payable no less frequently than annually and commencing within one year of completion of the project shall be required to be made on such loan during the term such loan is outstanding, which payments will liquidate the entire principal balance of the loan over its term; and (d) the Administrator is required to pay to the Commissioner for deposit into the Housing Development Fund all repayments received from any Agricultural Producers on account of such loan, except for that portion in excess of principal permitted to be retained by the Administrator as a fee or interest pursuant to this master servicing agreement.

4. FORM OF PROMISSORY NOTE AND SECURITY AGREEMENT. In connection with any loan, the Administrator shall use a promissory note and security agreement approved by the Commissioner (this Agreement, a Loan Agreement, if any, the Promissory Note and Security Agreement and any other documents executed pursuant to this Agreement, collectively " Loan Documents"), in substantially the form set forth as Exhibit 2 hereto, or as otherwise approved by the Commissioner. The Promissory Note and Security Agreement shall include a provision that use of the loan to provide housing for a family member of the borrower or its principals shall constitute a default thereunder, which will invoke the assessment of a default interest rate. The loan shall be for zero (0.00) interest and no fees other than provided for in paragraph 5 below.

5. FEEES TO BE CHARGED. The Administrator shall charge one time service fees on loans under this Agreement as set forth in Exhibit 3 attached hereto. Fees received by the Administrator pursuant to this Agreement shall not exceed the schedule set forth in Exhibit 3.

6. FORM OF APPLICATION. The form of application required to be completed by an Agricultural Producer for any loan submitted to the Administrator is set forth as Exhibit 4 hereto.

APPENDIX A1.1

7. FORM OF REQUISITION AND CERTIFICATION. Each requisition for payment request shall be in such form as the Commissioner shall prescribe, in substantially the form as Exhibit 5 hereto and shall (a) state the amount requested, (b) contain a certification as described below by an officer, director or member of the Administrator, and (c) contain such other financial or program information as the Commissioner shall require. The certification from the Administrator shall state that: (i) the Administrator has performed its responsibilities in connection with review and approval of application(s) to which such requisition pertains, (ii) to the best of the Administrator's knowledge the loan(s), to which the advance(s) pertain, comply with the master servicing agreement and the provisions of this section, and (iii) the borrowers have demonstrated their ability to make the repayments required under the loan.

7-A. CONDITIONS FOR ADVANCES OF FUNDS. The Commissioner shall have no duty to advance funds to the Administrator unless (a) funds are available; and (b) the Commissioner is in receipt of all of the following: a completed requisition for an advance of funds; a copy of any application and any supporting documentation to which such requisition pertains, including all data necessary for the Commissioner to make required environmental determinations; and a certification from the Administrator with respect to such requisition in addition to any other representation and statement required by the Commissioner. In the event that funds are not available, or the Commissioner determines that the requisition, application or certification is defective, the Commissioner shall so notify the Administrator within fifteen (15) business days after receipt of the requisition. In the event that the requisitions submitted to the Commissioner by one or more Administrators exceed the amount then available for the purposes of this Agreement, the Commissioner shall prioritize such requisitions and applications using the criteria set forth in Exhibit 6 hereto.

8. OTHER CONDITIONS ON AGRICULTURAL PRODUCERS. Agricultural Producers may apply for loans only if such loans are to finance a specific work or improvement that is undertaken by an Agricultural Producer for the new construction or improvement of dwelling accommodations for farmworkers to be built in compliance with the applicable code. A loan application shall not be considered complete unless it contains all requested information required by the Commissioner, including environmental and historical information. An Agricultural Producer must own the property to be improved or control such property by lease or otherwise, for at least the

APPENDIX A1.1

term of the loan. Additional interest and penalties may be assessed against an agricultural producer in default on a loan, as may be provided in the Loan Documents.

9. RESPONSIBILITIES OF THE ADMINISTRATOR. (a) The Administrator shall carry out the following responsibilities in the solicitation, review and approval of Agricultural Producer applications: (1) stimulate awareness of and disseminate information about the availability of funds to potential borrowers; (2) provide application and documents to potential borrowers for new loans or the assumption of existing loans; (3) assist potential borrowers in completing application submissions and related required documents; (4) underwrite the proposed loan and determine the credit worthiness of the borrower using established lending standards; (5) confirm that all required sections of the application and supporting documentation have been satisfactorily completed; (6) use the Administrator's criteria for loan approval; (7) provide timely decisions on loan applications that have been approved; and (8) inform applicants who have not been selected by the Administrator, including reason(s) for denial.

(b) The Administrator shall carry out the following responsibilities in regard to servicing loans to Agricultural Producers, which responsibilities shall be set forth in greater detail in the Administration Plan, Exhibit 1 hereto: (1) submit complete requisition packages to DHCR; (2) promptly close loans with approved borrowers, executing the note, security agreement, and any other applicable agreements or documents; (3) when necessary, inform applicants when DHCR rejects an application and the reasons therefor; (4) deposit DHCR funds into an interest-bearing account; (5) account for DHCR funds including principal and interest; (6) close loan with Agricultural Producers, subject to review by the Administrator of compliance with all applicable laws, including acquisition of building permits, etc., where applicable; (7) return any disbursed loan funds to DHCR within thirty (30) days notice that an Agricultural Producer approved for a loan has withdrawn their application for such funds; (8) monitor construction progress through completion; (9) halt advancing any loan proceeds upon evidence of project default or financial default of the Agricultural Producer; (10) charge and collect interest or loan origination/servicing fee as set forth in Exhibit 3; (11) notify DHCR of any problems which arise in servicing loans; (12) secure repayments pursuant to the Loan Documents, following the procedures which are utilized by the Administrator in collecting similar unsecured loans, as set forth in the administration plan; (13) on demand by DHCR, assign note, security agreement and other documents to DHCR; (14) implement collection efforts on defaulted

APPENDIX A1.1

loans, as requested and as set forth in the administration plan; (15) forward repayments of principal and interest to DHCR on an annual basis.

(c) The Administrator will cooperate with the respective County Health Departments, complying with its requirements and completing any reviews as needed.

10. INSURING PROMPT CLOSING ON LOANS. The Administrator shall close loans for which funds have been advanced within thirty (30) calendar days of receipt of said advance. The Administrator shall deposit all funds advanced into an interest-bearing account; all interest accrued on such accounts shall be property of the Commissioner and paid to the Commissioner no less than annually. All required executed Loan Documents will be forwarded to DHCR within five business days of the loan closing date.

11. REPAYMENT. All monies received by the Administrator from Agricultural Producers pursuant to any Loan Documents executed between the Administrator and an Agricultural Producer for funds advanced under this Agreement, including any interest earned (exclusive of a servicing fee permitted under Exhibit 3), shall be paid to the Commissioner within thirty days of receipt.

12. RECORDKEEPING; INSPECTION OF RECORDS. The Administrator shall maintain accurate records and accounts of all financial transactions entered into by the Administrator which shall show in detail all income of the Administrator and all expenditures pursuant to this Agreement. Such records and accounts shall include, without limitation, property and financial records, cash receipts and disbursements journals and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting principles. All such expenditures shall be supported by documentation sufficient to establish that such funds have been used in accordance with the terms of this Agreement. The Commissioner, the State Comptroller, or their legally authorized representative, is hereby authorized and empowered from time to time to examine the books and accounts of any Administrator which has received advances from such fund pursuant to this Agreement, but only insofar as those books and accounts relate to such advances and to the Administrator's compliance with this Agreement.

13. FINANCIAL REPORT. Not less often than annually, the Administrator shall provide the Commissioner with a statement indicating all fiscal activity relating to this Agreement, including

APPENDIX A1.1

amounts of requisitions, loans made, and repayments collected, including at least as much detail as is included in the certification described in paragraph 7 herein.

14. BREACH OF CONTRACT/TERMINATION. If, in the Commissioner's sole discretion, it is determined that there has been substantial non-performance or other breach of this Agreement, the Commissioner shall so notify the Administrator. If within forty-five (45) calendar days after the giving of such notice, the Administrator does not, (a) cure or remedy such non-performance or breach to the satisfaction of the Commissioner and (b) give notice to the Commissioner stating that such cure or remedy has been completed and describing in detail the measures taken to effect such cure or remedy, the Commissioner shall have the right to terminate this Agreement and/or take such other action as he/she deems appropriate. The Commissioner shall, within thirty (30) calendar days after the giving of notice by the Administrator in the manner and within the time limit specified in clause (b) above (or in the event that the Administrator fails to give such notice, within thirty (30) days after the expiration of the time limit for the giving of such notice), give notice to the Administrator stating whether the non-performance or breach by the Administrator has been cured or remedied to the satisfaction of the Commissioner and, if not, what action (which may include, without limitation, termination of this Agreement) the Commissioner intends to take as a result of such failure to cure or remedy. The Administrator's failure to follow normal procedures in collecting any loans which may be in default shall be an event of default and the Administrator shall be required to repay any such loan not collected due to the Administrator's failure to maintain efforts to collect such loans.

15. NOTICES. All notices and reports hereunder shall be in writing and shall be deemed given three (3) business days after having been personally delivered, or sent by certified or registered mail, return receipt requested, to the Administrator or Commissioner at the addresses set forth herein.

16. STANDARD CLAUSES. Appendix A, standard clauses for all New York State Contracts, annexed hereto, is hereby incorporated and made a part of this Agreement.

17. MODIFICATION/AMENDMENT. This Agreement may be modified or amended as may be suitable, only with the consent of the Commissioner. Any modification or amendment must be in writing, signed by both parties and approved by the Office of the State Comptroller to be effective.

APPENDIX A1.1

18. EXHIBITS.

The following exhibits are incorporated into this Agreement.

Exhibit Title

1. Administration Plan
2. Note and Security Agreement
3. Schedule of Administrator Servicing Fees
4. Agricultural Producer Application
- 4.A. Environmental Review Requirements
5. Administrator Requisition
- 5.A Administrator Requisition: Disbursement/Certification Form
6. Criteria for Prioritizing Applications

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

APPENDIX A1.1
FARMWORKER HOUSING PROGRAM

MASTER SERVICING AGREEMENT

EXHIBIT 1

ADMINISTRATION PLAN

To be provided by the Administrator.

The Administration Plan must set forth, in detail, the Administrator's plan for:

- a. Marketing the program to Agricultural Producers
- b. Setting application review criteria for selection of loan recipients
- c. Closing Loans
- d. Disbursing funds to the loan recipients
- e. Monitoring construction quality and progress
- f. Conducting final inspections and closeouts of projects to insure compliance with the provisions of the Statute, this Agreement, Note(s) and Security Agreement(s), and applicable Code(s)
- g. Securing repayment of loan(s)
- h. Collecting loans which are overdue and/or in default, including procedures to be followed by the Administrator, as well as a description of the Administrator's standards for collecting other unsecured loans

APPENDIX A1.1

FARMWORKER HOUSING PROJECT LOAN FUND PROGRAM

MASTER SERVICING AGREEMENT

EXHIBIT 2

NOTE AND SECURITY AGREEMENT

The form of the Promissory Note and Security Agreement shall be provided by the Administrator, subject to the approval of the Commissioner, and attached hereto.

APPENDIX A1.1
FARMWORKER HOUSING PROJECT LOAN FUND PROGRAM

MASTER SERVICING AGREEMENT

EXHIBIT 3

SCHEDULE OF SERVICING FEES

A servicing fee on any loan shall be charged at the initial disbursement of the loan to the Agricultural Producer and shall be limited to [in no event no more than ____ percent (____%) of the loan amount]. The servicing fee may be taken out of the loan.

APPENDIX A1.1
FARMWORKER HOUSING PROJECT LOAN FUND PROGRAM

MASTER SERVICING AGREEMENT

EXHIBIT 4

AGRICULTURAL PRODUCER APPLICATION

An application submitted by an Agricultural Producer to an Administrator for a Farmworker Housing Program loan must contain the information specified below. In addition, see Exhibit 4.A for additional application requirements.

1. Application Summary

Setting forth:

- a. Loan amount
- b. Name of borrower
- c. Address of borrower
- d. Mailing address, if different, and phone number of borrower
- e. Social Security # or Federal Tax ID # (if corporation)
- f. Legal Nature of borrower entity (i.e., corporation, partnership, association, etc.)
- g. Notarized Applicant Certification/Signature stating:

"I certify to the best of my knowledge the information contained in this application is true and accurate; that I am authorized to file this application with the ___(name of Administrator) and the NYS Division of Housing and Community Renewal on behalf of the corporation/ person/ firm/ association/partnership to execute all necessary documents; that the corporation/person/firm/association/partnership is authorized to carry out the proposed activities and that the corporation/person/firm/association/partnership will comply with all applicable statutes, rules and regulations established and agreements executed. I further certify that the entity on the behalf of which I certify owns or controls, by lease or otherwise, the property to be improved, for at least the term of the loan.

- h. If applicable to the applicant (not required of any applicant), Notarized Applicant Certification/Signature stating:

"The agricultural producer making application herein lacks the financial resources to undertake the farmworker housing project without obtaining a loan pursuant to this program."

APPENDIX A1.1

2. Location of Farmworker Housing

Setting forth:

- a. Street address
- b. City, Town or Village and County
- c. Census tract(s)
- d. Section/Block/Lot Number

3. Building Information

Setting forth:

- a. Number of units by bedroom size
 - i. dormitory (include number of beds),
 - ii. single-room occupancy,
 - iii. 0 bedroom/studio,
 - iv. 1 bedroom,
 - v. 2 bedrooms, or
 - vi. 3+ bedrooms
- b. Floor Area Per Unit (Square Feet)
- c. Total Square Footage
- d. Type of Construction
 - i. wood-frame,
 - ii. brick,
 - iii. modular,
 - iv. mobile, or
 - v. other (specify)
- e. Number of Floors

4. Work Scope

Setting forth:

- a. Type of work
 - i. new construction/replacement, or
 - ii. rehabilitation
- b. Work write-up including construction cost estimates and contractor's contract, if available, for specific work to be funded through this program
- c. A proposal summary consisting of a written statement specifying how the farmworker housing violates the applicable Code and how the proposed repair will remedy the violation
- d. Citation of specific areas of non-compliance with applicable code
 - i. For NYS Fire Prevention and Building Code, attach copy of licensed professional (e.g., architect, engineer) or local municipal building inspector certification of non-compliance with code

APPENDIX A1.1

- ii. For NYS Sanitary Code, attach copy of the following inspection forms as State or County certification of non-compliance with code:
 - New York State Department of Health Migrant Labor Camp Inspection Report [DOH-145]
 - New York State Department of Health Inspection Continuation Sheet [DOH-1331]
 - e. Copy of New York State Department of Health Application for Permit to Operate [DOH-3915] or
Copy of New York State Department of Health Permit [DOH-1320], if applicable
 - f. Copy of New York State Department of Health Notice of Intent to Construct, Enlarge, or Convert, for Occupancy or Use, a Facility [DOH-154], if applicable
 - g. Other project funding source(s) and amount(s)
5. Such other documentation as required by the Administrator

APPENDIX A1.1
FARMWORKER HOUSING PROJECT LOAN FUND PROGRAM

MASTER SERVICING AGREEMENT

EXHIBIT 4.A

ENVIRONMENTAL REVIEW REQUIREMENTS

Introduction

The New York State Division of Housing and Community Renewal (DHCR) is required by State Environmental Quality Review Act (SEQRA) to determine whether actions funded by the agency may cause significant effects to human health or the environment. In addition to SEQRA, compliance with other specific regulations dealing with historic preservation, floodplains, wetlands, etc. is required for any project receiving DHCR funds.

Project classification

Environmental review requirements vary depending on the types of activities included in the proposed project. For example, maintenance and repair of existing facilities involves less environmental review than expansion of existing facilities or new construction.

Submission requirements

All agricultural producers applying for funds under the Farmworker Housing Program must complete the SEQR Short EAF and the Environmental Review Checklist, to be provided to and approved by DHCR prior to work commencement. Completed forms ~~should~~ must be submitted to the Administrator for review. The Administrator will include all pertinent environmental review forms with the loan application and disbursement forms submitted to DHCR.

If an Application for a Permit to Operate or Notice of Intent to Construct, Enlarge, or Convert, for Occupancy or Use, a Facility will be prepared for ~~this~~ a project, ~~attach~~ a copy of the forms must be included by the Administrator in the above-cited submission to DHCR.

If ~~you have~~ the agricultural producer has obtained a New York State Department of Health permit related to ~~this~~ a project, the Administrator must also ~~please~~ include it with ~~this~~ the submission.

APPENDIX A1.1
FARMWORKER HOUSING PROJECT LOAN FUND PROGRAM

MASTER SERVICING AGREEMENT

EXHIBIT 5

ADMINISTRATOR REQUISITION

A requisition submitted by an Administrator to DHCR for an advance of Farmworker Housing Project Loan Fund Program funds must contain the information specified below. In addition, see Exhibit 5.A for additional disbursement and certification requirements.

1. Disbursement/Certification Form (use Exhibit 5.A or equivalent)
2. State of New York Claim for Payment [[AC3253-S](#) (Rev. 8/14)]
3. Copy of complete, Administrator-approved Agricultural Producer Application, including any supplemental application forms required by the Administrator

APPENDIX A1.1
FARMWORKER HOUSING PROJECT LOAN FUND PROGRAM

MASTER SERVICING AGREEMENT

EXHIBIT 5.A

ADMINISTRATOR REQUISITION:
DISBURSEMENT/CERTIFICATION FORM

The Administrator must complete a copy of this form with each request for disbursement of Farmworker Housing Project Loan Fund Program funds.

Submit this form to: Program Manager, Farmworker Housing Program
 NYS Division of Housing and Community Renewal
 38-40 State Street, 6th Floor
 Albany, New York 12207

1. DATE PREPARED:

2. ADMINISTRATOR INFORMATION

- a. Name of Administrator:
- b. Contact Person:
- c. Title:
- d. Phone Number:

3. BORROWER/AGRICULTURAL PRODUCER INFORMATION

If the requisition pertains to the disbursement of loan funds for more than one loan, attach separate forms (completing this section only) for each Borrower/Agricultural Producer:

- a. Name of Borrower/Agricultural Producer:
- b. Address:
- c. Farmworker Housing Site Address(es):
 - i. Site 1):

APPENDIX A1.1

ii. Site 2):

iii. Site 3):

- d. Loan Amount Requested by Borrower/Agricultural Producer
 - i. Total:
 - ii. By Site- 1):
2):
3):

4. ADMINISTRATOR CERTIFICATION

The following certification must be signed an authorized representative of Administrator:

- a. The Administrator has performed its responsibilities in connection with review and approval of applications to which such requisition pertains,
- b. To the best of the Administrator's knowledge the loans, to which the advances pertain, comply with the master servicing agreement and the provisions of this section,
- c. The borrowers have demonstrated their ability to make the repayments required under the loan, and
- d. All loans to borrowers have been secured by note and security agreements.
- e. The Administrator will utilize the same efforts to collect loans under the Master Servicing Agreement as is customary in its collection of unsecured loans.

APPENDIX A1.1
FARMWORKER HOUSING PROJECT LOAN FUND PROGRAM

MASTER SERVICING AGREEMENT

EXHIBIT 6

CRITERIA FOR PRIORITIZING APPLICATIONS

The following are the criteria to be used by the Commissioner for prioritizing loan applications in the event that the requisitions submitted to the Commissioner by one or more local loan administrators exceed the amount then available. These criteria must take into account:

1. Whether the Farmworker Housing Project to which the application pertains is for the purpose of bringing non-conforming accommodations in compliance with the provisions of the state sanitary code or the state fire prevention and building code.
2. Whether the Farmworker Housing Project to which the application pertains is the most cost-effective approach to enable the Agricultural Producer to construct or rehabilitate dwelling accommodations for farmworkers.
3. Whether the Agricultural Producer making application lacks the financial resources to undertake the Farmworker Housing Project without obtaining a loan pursuant to this section.
4. Whether the application proposes curing a violation or violations which involve a serious and immediate risk to health or safety, and the total amount of the loan is devoted to curing such violation.
5. Whether the application proposes curing a violation or violations and the total amount of the loan is devoted to curing such violation.
6. The loan amount requested.

APPENDIX A1.2
AGENCY-SPECIFIC CLAUSES

1. Equal Opportunity Requirements and Procedures.

Attached hereto as Exhibit 1 is the completed Staffing Plan submitted by the CONTRACTOR. The Staffing Plan reports the actual workforce utilized in the performance of this Agreement by the specified categories listed including ethnic background, gender, and Federal occupational categories. The [quarterly EEO Workforce Utilization Report, PROC-5](#) form and [Instructions](#), both hyperlinked hereto as Exhibit 1.A, must be submitted to report this information 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@nyshcr.org by April 10th, July 10th, October 10th and January 10th.

The [EEO Workforce Utilization Report, PROC-5 form](#) and [Instructions](#) may also be downloaded at the following addresses:

<https://hcr.ny.gov/system/files/documents/2019/02/proc5-workforceutilization.xlsx>

and

<https://hcr.ny.gov/system/files/documents/2019/02/proc5-workforceutilization-instructions.pdf>.

The CONTRACTOR shall comply with the provisions of the Human Rights Law and all other New York State and Federal statutory and constitutional non-discrimination provisions. The CONTRACTOR 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.

2. New York State Executive Law Article 15-A (“Article 15-A”).

Pursuant to New York State (“NYS”) Executive Law Article 15-A, DHCR recognizes its obligation under the law to promote opportunities for maximum feasible participation of NYS certified MWBEs in the performance of DHCR contracts. For purposes of this Agreement, DHCR hereby establishes an overall goal of 30% for MWBE participation in total expenditures under this Agreement, 30% for NYS certified minority owned business enterprises (“MBEs”). The CONTRACTOR’s completed *Utilization Plan, PROC-2* form is attached hereto as Exhibit 2.A. Thereafter, the CONTRACTOR is required to submit a Cumulative Payment Statement, PROC-6 form, on a quarterly basis during the term of this Agreement documenting the progress made towards achievement of the MWBE goal in this Agreement. The quarterly [Cumulative Payment Statement, PROC-6 form](#), hyperlinked herein and referenced hereto as Exhibit 2.A, must be submitted to report this information for the quarters ending March 31st, June 30th, September 30th and December 31st. Cumulative Payment Statements shall be submitted, preferably in PDF format, to Econ.Opportunity@nyshcr.org by April 10th, July 10th, October 10th, and January 10th. The CONTRACTOR shall comply with the provisions of DHCR’s [Participation by Minority Group Members and Women Requirements and Procedures for Contracts dated January 2018](#), attached hereto and

incorporated herein as Appendix II. Prior written approval must be received by DHCR for substitution and/or change in existing subcontractor(s) indicated in the Utilization Plan.

The [Cumulative Payment Statement, PROC-6 form](#) may be downloaded at the following address:

<https://hcr.ny.gov/system/files/documents/2019/02/proc6-cumulativepaymentstatement.xlsx>

3. New York State Executive Law Article 17-A (“Article 17-B”).

Pursuant to New York State (“NYS”) Executive Law Article 17-B, DHCR recognizes its obligation under the law to promote opportunities for maximum feasible participation of NYS SDVOBs in the performance of DHCR contracts. For purposes of this Agreement, DHCR hereby establishes an overall goal of 6% for SDVOB participation. The CONTRACTOR’s completed *Utilization Plan, PROC-2 form* is attached hereto as Exhibit H. Thereafter, the CONTRACTOR is required to submit a *Cumulative Payment Statement, PROC-6 form*, on a quarterly basis during the term of this Agreement documenting the progress made towards achievement of the SDVOB goal in this Agreement. The quarterly [Cumulative Payment Statement, PROC-6 form](#), hyperlinked herein and referenced hereto as Exhibit 2A, must be submitted to report this information for the quarters ending March 31st, June 30th, September 30th and December 31st. Quarterly Cumulative Payment Statements shall be submitted, preferably in PDF format, to Econ.Opportunity@nyshcr.org by April 10th, July 10th, October 10th, and January 10th. Prior written approval must be received by DHCR for the substitution and/or change in existing subcontractor(s) indicated in the Utilization Plan.

The [Cumulative Payment Statement, PROC-6 form](#) may be downloaded at the following address:

<https://hcr.ny.gov/system/files/documents/2019/02/proc6-cumulativepaymentstatement.xlsx>.

4. Payment and Reporting Schedule.

For purposes of this Agreement, all invoicing shall comply with Sections 5 and 5A of the MSA provisions of this Agreement. Payment will only be made for authorized services under this Agreement and shall be invoiced by the CONTRACTOR in accordance with the rates and fees outlined in the Cost Proposal Form of this Agreement. Invoices for payment must be sent to both DHCR and the Business Services Center at the Office of General Services. 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 copy to the Program Manager for the FHP. All email correspondence shall reflect the subject field as follows:

Subject: Contract Number – Invoice No. XXX

(Note: Do not send a paper copy in addition to your emailed invoice.)

For electronic 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

- A. 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/vendorsguide/guide.htm>.

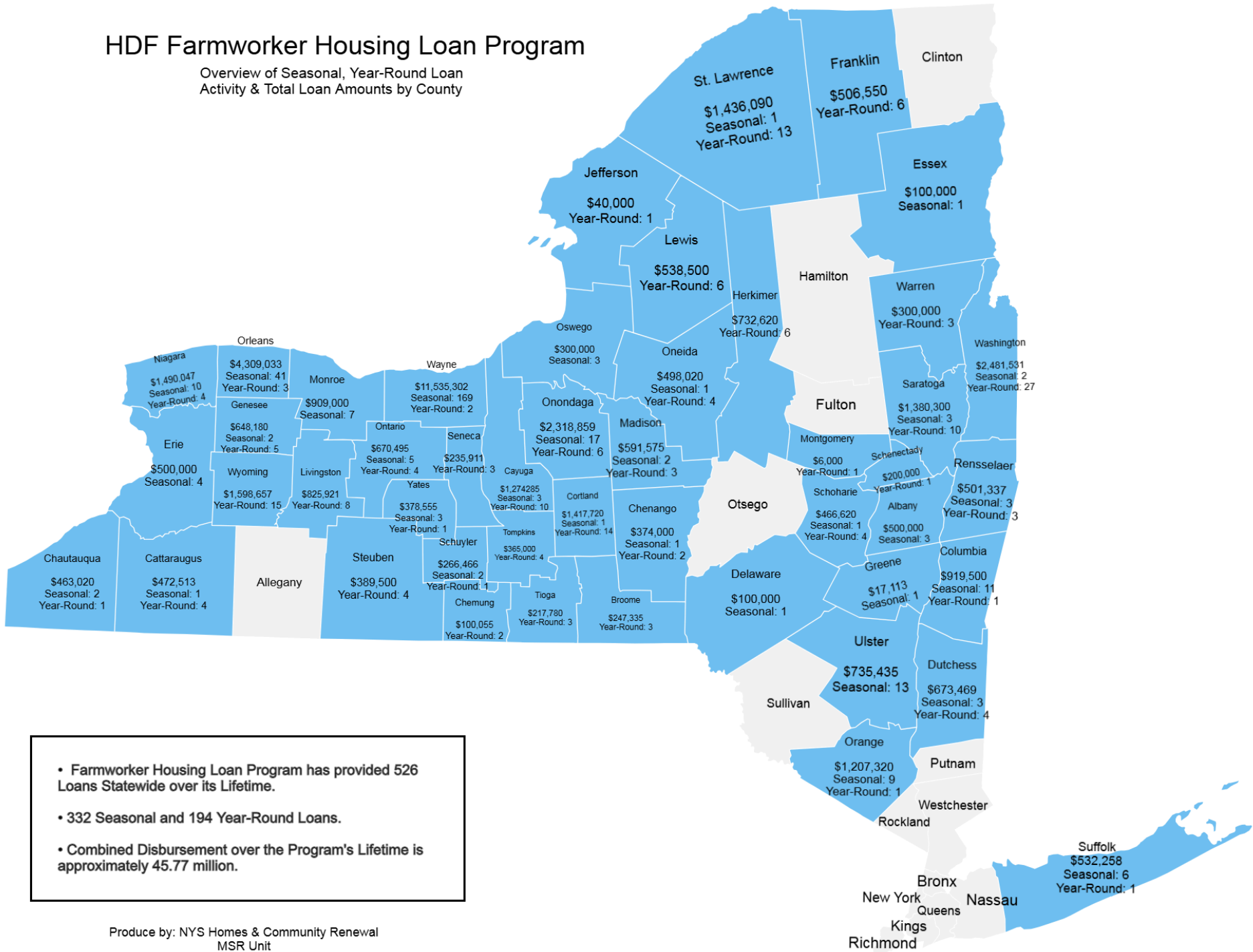
Payment will be made for Services provided by the CONTRACTOR to the STATE upon satisfactory completion of Services rendered and receipt of an invoice by the Contractor, in accordance with fees and rates outlined in the Cost Proposal Form of this Agreement. Invoices must include the information indicated below and reflected on the STATE'S AC3253-S Form:

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 Contract
6. Date(s) that Services are rendered
7. Description of Fee or Service(s) Provided
8. Amount of Fee and Quantity of Images
9. Total Amount Due

Appendix I
NYS Farmworker Housing Loans by NYS County as of October 27, 2025
(Appendix I to follow this page)

HDF Farmworker Housing Loan Program

Overview of Seasonal, Year-Round Loan Activity & Total Loan Amounts by County



- Farmworker Housing Loan Program has provided 526 Loans Statewide over its Lifetime.
- 332 Seasonal and 194 Year-Round Loans.
- Combined Disbursement over the Program's Lifetime is approximately 45.77 million.

Attachment I
Proposal Coversheet and Certification
(Attachment I to follow this page)

TAB 1 – Attachment I

RFP for Local Loan Administrator Services for the New York State
Farmworker Housing Loan Program

Proposal Coversheet

Attach this form to the top of your Proposal Submission.

ONLY SEALED PROPOSALS MAILED OR DELIVERED TO THE AGENCY WILL BE ACCEPTED. ALL PROPOSAL SUBMISSIONS MUST BE MAILED TO THE MAILING ADDRESS SPECIFIED IN THE PROPOSAL SUBMISSION 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):

Registration as a Banking Institution with the NYS Financial Services Department (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):

Proposal Coversheet

TAB 1 – Attachment I

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

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

MAIN 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 you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFP, Appendix A (Standard Clauses For New York State Contracts), the State of New York Multi-Year Agreement and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, the Proposer affirms that it understands and agrees to comply with DHCR 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 bound by said terms.

Additional information may be accessed at:

<http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html>

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
Eligibility Requirements Questionnaire
(Attachment II to follow this page)

TAB 1 – Attachment II
RFP for Local Loan Administrator Services for the New York State
Farmworker Housing Loan Program

Eligibility Requirements Questionnaire

RFP: DHCR-RFP-251125

Name of Proposer: _____

DHCR will only score complete and responsive proposals meeting the Eligibility Requirements described in Section 6.1 of this RFP. Proposers must respond to the following questions and submit this questionnaire with its Proposal Submission:

No.	Eligibility Requirements	Yes	No
1.	Does your institution meet RFP criterion as one of the following entity types?: <ul style="list-style-type: none"> a. Farm Credit Bureau; b. Member of a farm credit system; or c. Banking Institution (<i>if yes, is your institution classified as one of the following?</i>): <ul style="list-style-type: none"> i. Bank; ii. Trust Company; iii. Stock-form savings bank; or iv. Stock-form savings and loan association 	 [] [] [] [] [] [] []	 [] [] [] [] [] [] []
2.	Does your institution have experience providing similar loans and services to Agricultural Producers to assist in the improvement or construction of housing for seasonal and year-round farmworkers?	[]	[]

Name of Authorized Representative: _____

Title: _____

Date: _____

RFP Form A
Cost Proposal, TAB 3
(RFP Form A to follow this page)

TAB 3 – Cost Proposal Form (RFP Form A)

Request for Proposals for Local Loan Administrator Services for the New York State Farmworker Housing Loan Program

RFP: DHCR-RFP-251125

Name of Proposer: _____

The Proposer agrees to provide the materials, personnel and all other resources required to complete the requirements outlined in the Scope of Services of this RFP.

The Agency seeks an all-inclusive price structure. All fixed and hourly Rates in the Cost Proposal shall include all overhead costs including but not limited to: insurance, personal services, fringe benefits, transportation costs, lodging, meals, taxis, rental cars and other expenses related to travel of any distance, and all auxiliary services such as printing, postage, copying, etc. The HCR Travel Policy will be made available upon request.

Column A	Column B	Column C	Column D	=	Column E
Itemized Cost	Rate %	Multiplier	Maximum Amount of Contract under the Program	=	Calculated Cost
Servicing Fee per Loan <i>(expressed as a percentage of Loan Amount)</i>	_____ %	X	\$20,000,000	=	\$ _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____

Date: _____

RFP Form B

Non-Collusive Bidding Certification Form

RFP Form B may be downloaded at the following web address:

<https://hcr.ny.gov/system/files/documents/2019/02/non-collusive-bidding-certification-form.pdf>

RFP Form C
Vendor Information Form

RFP Form C may be downloaded at the following web address:

https://hcr.ny.gov/system/files/documents/2023/05/vendor-information_may2023_final.pdf

RFP Form D
Iran Divestment Act Certification
(RFP Form D 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 E
Procurement Lobbying Provisions and Forms
(RFP Form E 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 DHCR 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 DHCR 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. DHCR 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: <http://www.ogs.ny.gov/BU/PC/SPC.asp>



Contract Termination Provision

The DHCR reserves 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 DHCR 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 DHCR 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 DHCR 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 F1
Vendor Responsibility Questionnaire for For-Profit Business Entity

RFP Form F1 may be downloaded at the following web address:
<https://www.osc.ny.gov/files/state-vendors/vendrep/pdf/ac3290s.pdf>

RFP Form F2
Vendor Responsibility Questionnaire for Non-Profit Business Entity

RFP Form F2 may be downloaded at the following web address:
<https://www.osc.ny.gov/files/state-vendors/vendrep/pdf/ac3291s.pdf>

RFP Form G

Executive Order #16 – Prohibiting Contracting with Businesses Conducting Business in Russia

RFP Form G may be downloaded at the following web address:

https://hcr.ny.gov/system/files/documents/2022/07/ogs_eo16_certification_form.pdf

RFP Form H

EEO Staffing Plan, PROC-1 Form

RFP Form H may be downloaded at the following web address:

<https://hcr.ny.gov/eo-staffing-plan-form-proc-1-0>

RFP Form I

MWBE & EEO Policy Statement, PROC-4 Form

RFP Form I may be downloaded at the following web address:

<https://hcr.ny.gov/system/files/documents/2019/02/proc4policystatement.pdf>

RFP Form J

Company Demographic Profile, PROC-7 Form

RFP Form J may be downloaded at the following web address:

<https://hcr.ny.gov/company-demographic-profile-proc-7-0>

RFP Form K

EEOC Statement, PROC-8 Form

RFP Form K may be downloaded at the following web address:

<https://hcr.ny.gov/system/files/documents/2019/02/proc-8-eec-statementfinal.pdf>

RFP Form L
Financial Statements or Tax Returns with balance sheets

RFP Form M

Vendor Assurance of No Conflict of Interest and Detrimental Effect

RFP Form M may be downloaded at the following web address:

<https://hcr.ny.gov/system/files/documents/2020/04/vendor-assurance-of-no-conflict-of-interest-and-detrimental-effect.pdf>

RFP Form N

Evidence of Eligibility Requirements, Licensure and/or Certifications, per Section 7.4.3(iii)

RFP Form O
Sexual Harassment Prevention Policy Certification
(RFP Form O to follow this page)

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.

RFP FORM O

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

RFP FORM O

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

RFP FORM O

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 P

Gender-Based Violence and the Workplace Certification

RFP Form M may be downloaded at the following web address:

<https://hcr.ny.gov/system/files/documents/2025/09/gender-based-violence-and-the-workplace-certification.pdf>

RFP Form Q.1

NYS Consultant Service Contractor's Planned Employment Form A

(RFP Form Q.1 to follow this page)

FORM A

New York State Consultant Services
Contractor's Planned Employment
 From Contract Start Date Through the End of the Contract Term

State Agency Name: NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL
 State Agency Department ID: 1170000 Agency Business Unit: HCR01
 Contractor Name: Contract Number:
 Contract Start Date: / / Contract End Date: / /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
Total this Page	0.00	0.00	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature: _____

Date Prepared: / /

RFP Form Q.2

NYS Consultant Service Contractor's Planned Employment Form B

(RFP Form Q.2 to follow this page)

RFP Form R1

Form ST-220-CA Contractor Certification to Covered Agency (to DHCR)

RFP Form R1 may be downloaded at the following web address:

https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

RFP Form R2

Form ST-220-TD Form (to be sent to NYS Tax Department)

RFP Form R2 may be downloaded at the following web address:

https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf