



**Homes and  
Community Renewal**

**Kathy Hochul, Governor**

**RuthAnne Visnauskas, Commissioner/CEO**

**Mini Bid to current Section 8  
Housing Choice Voucher Local  
Administrators to fill a vacancy**

**for**

**Local Administrator in Seneca County**

**Request for Proposal Issuance Date: March 9, 2026**

**Proposal Submission Deadline: April 24, 2026, 12pm, Eastern Standard Time (EST)**

**Number: HCR-MINI BID-260309**

**HOUSING TRUST FUND CORPORATION**

**HAMPTON PLAZA, 38-40 STATE  
STREET, ALBANY, NEW YORK 12207  
[www.hcr.ny.gov](http://www.hcr.ny.gov)**

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# HOUSING TRUST FUND CORPORATION

## INVITATION FOR BID

### FOR

#### LOCAL ADMINISTRATORS FOR SENECA COUNTY SECTION 8 HOUSING CHOICE VOUCHER PROGRAM (TO CURRENT SECTION 8 HCV LOCAL ADMINISTRATORS)

**IMPORTANT NOTICE:** A Restricted Period under the Lobbying Procurement Law is currently in effect for this procurement process and will remain in effect until approval of the Contract(s). Bidders are prohibited from Lobbying Procurement Law Contacts related to this procurement process with any employee of the Housing Trust Fund Corporation (“HTFC” or “Agency”), or its Affiliates,<sup>1</sup> other than the Designated Contact Officer listed below.

**Lobbying Procurement Law Designated Contact Officer:**

Kathryn Mazzeo  
New York State Homes and Community Renewal  
Housing Trust Fund Corporation  
641 Lexington Avenue, New York, New York 10022  
Email: [Kathryn.Mazzeo@hcr.ny.gov](mailto:Kathryn.Mazzeo@hcr.ny.gov)

If you have inquiries regarding this Invitation for Bid (“Mini Bid”) or would like to contact HTFC regarding matters not relating to Lobbying Procurement Law Contacts, please contact Maleene Pons, or Vanessa Lepe-Mora via email, at [ContractUnitInfo@hcr.ny.gov](mailto:ContractUnitInfo@hcr.ny.gov), citing the Mini Bid page and section, no later than the date identified in the *Calendar of Events and Milestones* section of this Mini Bid. The subject line of the email should indicate “2026 Section 8 LA MINI BID.”

## 1. Introduction

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[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”) including the Housing Trust Fund Corporation (“HTFC” or the “Agency”). HCR includes other agencies (“Affiliates”) not involved in this Mini Bid process.

### 1.1 Housing Trust Fund Corporation

The [Housing Trust Fund Corporation](#) was established as a subsidiary public benefit corporation of the New York State Housing Finance Agency. HTFC’s mission is to further community development through the construction, development, revitalization and preservation of low-income housing, the development and preservation of businesses, the creation of job opportunities, and the development

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<sup>1</sup> Affiliates shall mean the New York State Division of Housing and Community Renewal, New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Finance Agency and Tobacco Settlement Financing Corporation.

of public infrastructures and facilities. For further information regarding HTFC and its programs, visit HTFC’s website at <https://hcr.ny.gov/housing-trust-fund-corporation>.

## 1.2 Section 8 Housing Choice Vouchers

Pursuant to the U.S. Housing Act of 1937 and subsequent legislation, the U.S. Department of Housing and Urban Development (“HUD”) provides funding to Public Housing Authorities (“PHAs”) through an Annual Contributions Contract (“ACC”) to administer Section 8 Housing Choice Vouchers (“HCVs”). HCVs provide subsidy to very low and extremely low-income households (referred to as families, even in the case of single-person households), to assist them in accessing housing in the private sector. HCV subsidy covers the difference between the family’s housing cost, including rent and utilities, and 30 percent of its adjusted gross income.

Although there are almost 200 PHAs in New York State (“NYS” or “State”), HTFC is the only PHA that is permitted to administer Section 8 throughout the State. Under its HCV program, HTFC makes monthly Housing Assistance Payments (“HAPs”) to landlords on behalf of approximately 44,000 extremely low and very low-income families across the State, providing more than \$700 million in federal HCV subsidies annually. For the past several decades, HTFC has delivered Section 8 services utilizing a community-based network of Local Administrators (“LAs”). Presently, a total of 23 LAs administer the HCV program in 52 counties. HTFC fully supports 2019 New York State Legislation that prohibits housing discrimination based on lawful Source of Income, including federal Section 8 assistance. HTFC’s objective is to help families seek and obtain quality affordable housing and reach for new opportunities for their families in communities that are diverse, inclusive and accessible.

## 2. Purpose

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The purpose of this Mini Bid is to identify a new Local Administrator for the County listed below:

Seneca County (309 vouchers)

This Mini Bid is being conducted on an expedited basis to fill a critical need in HTFC’s Section 8 HCV program, and to ensure the continuous and timely administration of HAPs to currently served families in the county listed above. Successful bidders will receive a contract from HTFC to complete the current fiscal year, with optional renewals for up to an additional five years. HTFC may rebid this county at a future date pursuant to a statewide Request for Proposals for LA services. **The selected bidder must be ready to start work no later than June 1, 2026.**

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### 3. Calendar of Events and Milestones

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HTFC reserves the right to modify this schedule at its discretion. Notification of changes in connection with this Mini Bid will be made available to all interested parties via an Agency email to the bidders.

Event	Date
Issuance of Mini Bid	March 9, 2026
Deadline for Mini Bid Questions	March 23, 2026, 12pm, Eastern Standard Time (EST)
Deadline for Mini Bid Agency Responses	March 30, 2026
Deadline for Submission of Bid Proposals	April 24, 2026, 12pm, Eastern Standard Time (EST)
Anticipated Selection Date*	May 1, 2026**
Target date for Contract Execution	June 1, 2026

\*\*Subject to HTFC Board approval.

### 4. Minimum Qualifications

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The Bidder must meet the minimum qualifications and/or requirements indicated below. Failure to do so will result in the rejection of the bid proposal.

1. Must be a current LA under contract with HTFC to administer HCVs (including Project Based Vouchers) considered to be in good standing, with no presently unresolved monitoring or compliance issues.

### 5. Scope of Services (“Scope of Work”)

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The Scope of Services (“Scope of Work” or “SOW”) for this Mini Bid is attached hereto as [Attachment 1](#).

## **6. Content of Bid Proposals**

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The Bidder is advised to thoroughly read and follow all instructions in this Mini Bid. Bid proposals that do not comply with these instructions, or do not meet the full intent of all the requirements of this Mini Bid, may be deemed non-responsive.

HTFC does not require, nor desire, any promotional material that does not specifically address the requirements in this Mini Bid.

All materials submitted in response to this Mini Bid shall become the property of HTFC. HTFC will not be liable for any costs incurred by any Bidder pertaining to the preparation and submittal of any written response or for participation in an interview/demonstration in response to this Mini Bid. Bid proposals are subject to disclosure under NYS Public Officers Law § 87 (“Freedom of Information Law”).

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

### **6.1 TAB 1. Proposal Application Coversheet**

The Bidder must sign and provide all of the information in the Application Proposal Coversheet using the form in Schedule 1 attached. Responses must be typed using 12-point font and standard margins.

### **6.2 TAB 2. Proposal**

The Bid Proposal must not exceed one (1) page, and must include the following information in the order listed below:

1. A statement as to where within the County the Bidder’s office will be located and the hours open -OR- a description of the Bidder’s alternative plan to make HCV services accessible to all families (refer to the Location Requirements section in the Scope of Services in Attachment 1).
2. If the Bidder is requesting to deviate from the Insurance Requirements in Section 8.3.1, provide an explanation as to why the coverage proposed is sufficient.

### **6.3. TAB 3. Bid Price Instructions**

HTFC pays its LAs a fee per leased voucher for each month. Per the LA contract, HTFC may increase this fee annually at its discretion between 1 and 4 percent. The LA may also receive additional fees set by HTFC for Homeownership, Family Self Sufficiency, Port-in/Port-out, and collection of participant repayment agreements.

**Tab 3 must include the bid price per voucher for the above listed county(ies) for the first year.** This fee must be inclusive of all costs and comprehensive of all of the tasks listed in the attached

Scope of Work, unless otherwise specified in the LA contract. No additional cost reimbursement will be available beyond what is specified in the contract. Bids that include any language proposing or reserving the right to charge additional fees, impose fee increases beyond what is stated in this Mini Bid, or seek reimbursement of any other expenses, etc. will be rejected.

HTFC will pay for any additional costs specifically associated with the transition of the outgoing LA. This may include costs related to scanning, record transfers, meeting with the outgoing LA staff, etc. HTFC may also negotiate with the winning bidder to allow for an overlap of one month or more with the outgoing LA. These transition costs will be negotiated separately at the time of award and should not be included in your bid price.

Bid price per Leased Voucher:       \$ \_\_\_\_\_ per voucher per month

Bidders are strongly encouraged to submit a bid that reflects the full cost of voucher administration in this county, regardless of any future fluctuation in the number of vouchers allocated. Allocations are subject to change based on a wide range of factors, including federal funding availability, utilization, etc. Bidders are permitted to share staff, including case managers and inspectors, amongst more than one county to meet the staffing requirements outlined in the SOW. When selecting a bid price, bidders should consider what it will cost to retain and attract qualified, fully certified employees and cover insurance and overhead costs both now and in future years.

#### **6.4. TAB 4. Administrative Attachments**

Bidders are subject to the requirements indicated in HTFC’s [\*Standard Clauses and Requirements for Solicitations\*](#). Such requirements include, but are not limited to, submission of the following information and forms, hyperlinked herein: 1) [\*Vendor Information FORM\*](#); 2) [\*Lobbying Procurement Law FORM 1 and Lobbying Procurement Law FORM 2\*](#); 3) [\*Non-Collusive Bidding Certification FORM\*](#); 4) [\*Vendor Responsibility Questionnaire for Not-For-Profit or Vendor Responsibility Questionnaire For-Profit Business Entity\*](#); 5) [\*Vendor Assurance of No Conflicts of Interest and Detrimental Effects\*](#); and 6) [\*Executive Order #16 – Prohibiting Contracting with Businesses Conducting Business in Russia\*](#)

In addition to completion of the forms hyperlinked in the paragraph above, Bidders must provide documentation to demonstrate compliance with the insurance requirements listed below.

##### **6.4.1 Insurance Requirements**

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

The successful Bidder (“Contractor”) is required to provide and maintain, at its (their) sole cost and expense, the required insurance coverage, at the minimum limits specified herein, during the term of the contract and for two years after completion of work. All required insurance policies must be maintained with insurance companies licensed within the State of New York and holding an AM Best rating of no less than A- VIII. In addition, companies writing insurance intended to comply with the requirements should be licensed or authorized by the New York State Department

of Financial Services to issue insurance in the State of New York. HTFC may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Contractors shall deliver to HTFC evidence of the insurance required by the Contract(s) resulting from this solicitation process in a form satisfactory to HTFC. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by HTFC does not, and shall not be construed to relieve the Contractor of any obligations, responsibilities or liabilities under this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

The Contractor shall provide HTFC with a Certificate or Certificates of Insurance, in a form satisfactory to HTFC as detailed below. Certificates shall name The Housing Trust Fund Corporation, Hampton Plaza, 38-40 State Street, Albany, NY 12207 as the certificate holder. Within 30 business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide HTFC with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of the Contract(s) resulting from this solicitation process.

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

Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required herein and maintain the same in force during the term of any work performed by that Subcontractor, unless otherwise approved by HTFC. HTFC reserves the right to set minimum insurance limits in any subcontracting agreement between the Primary Contractor and its subcontractor(s). An Additional Insured Endorsement CG 20 38 04 13 (*or the equivalent*) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and shall be provided to HTFC upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies

Commercial general liability and business automobility insurance policies shall provide that the required coverage be primary and non-contributory to other insurance available to the Housing Trust

Fund Corporation and its officers, agents, and employees. Any other insurance maintained by the Housing Trust Fund Corporation and its officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

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

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

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

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

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

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

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

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

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

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Personally identifiable nonpublic information (*e.g., medical, financial, or personal in nature in electronic or non-electronic form*);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of customer’s property including, but not limited to, money and securities.

If the policy is written on a claims made basis, the Contractor must submit to HTFC an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

c. Bond Coverage or Employee Dishonesty for no less than One Million U.S. Dollars (\$1,000,000) for each claim. The Contractor shall maintain, during the term of the Contract resulting from this solicitation process, employee dishonesty through a bond or insurance coverage. If coverage is through an insurance policy, it must be on a “loss sustained form” or “loss discovered form,” and coverage must include the following:

- The coverage must allow for reporting of circumstances or incidents that might give rise to future claims;
- The coverage must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy;

- Any warranties required by the Contractor’s insurer as a result of this Contract awarded under this solicitation process must be disclosed and complied with. Said coverage shall extend coverage to include the principals (*all directors, officers, agents and employees*) of the Contractor as a result of this Contract awarded under this solicitation process;
- The coverage shall include coverage for third party fidelity and name the “Housing Trust Fund Corporation and its officers, agents, and employees” as “Loss Payees” for all third party coverage secured. This requirement applies to both primary and excess liability policies, as applicable; and
- The policy shall not contain a condition requiring an arrest and conviction.

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

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

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

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

on one of the following forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Compliance with Workers' Compensation Coverage Requirements:

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

Proof of Compliance with Disability Benefits Coverage Requirements:

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

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

#### **6.4.2 Financial Capacity**

The Bidder must provide their firm's most recent two years of tax returns or audited financial statements. If necessary, the Bidder may redact any Personal Identification Information in advance of submission.

### **6.5. TAB 5 – EEO, MWBE and SDVOB**

#### **Equal Employment Opportunity (“EEO”), Minority and Women-Owned Business Enterprise (“MWBE”), and Service-Disabled Veteran Owned Business (“SDVOB”) Information**

Bidders must complete and submit the following EEO, MWBE and SDVOB, hyperlinked herein, as part of their response:

- [Equal Employment Opportunity Staffing Plan, PROC-1 form](#). AND
- [Minority and Women Business Enterprises – Equal Employment Opportunity Policy Statement, PROC-4 form](#). AND

- [Company Demographic Profile, PROC-7 form.](#) AND
- [EEOC Statement, PROC-8 form.](#) Please note that completion of the PROC-8 form is applicable to Bidders with 15 or more employees. AND
- [Diversity Practices Questionnaire.](#) AND
- [Certification and Affirmation of Complete Self-Performance.](#)

## **7. Questions and Answers**

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Any questions or requests for clarification regarding this Mini Bid must be submitted via email to [ContractUnitInfo@hcr.ny.gov](mailto:ContractUnitInfo@hcr.ny.gov) citing the Mini Bid page and section, no later than the date identified in the *Calendar of Events and Milestones* section of this Mini Bid. The subject line of the email should indicate “2026 Section 8 LA MINI BID” and the name of the County listed in Section 2.

Questions will not be accepted orally, and any question received after the deadline may not be answered. The list of questions/requests for clarifications and the official HTFC responses will be emailed to prospective Bidders.

## **8. Amendments and Addenda**

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HTFC reserves the right to modify any part of this Mini Bid including, but not limited to, the date and time by which bid proposals must be submitted to and received by HTFC, at any time prior to the Deadline for Submission of Bid Proposals indicated in the *Calendar of Events and Milestones* section of this Mini Bid. Modifications to this Mini Bid will be made by issuance of amendments and/or addenda and emailed to prospective Bidders. Any amendment or addendum to this Mini Bid will become part of this Mini Bid.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary will be emailed to prospective Bidders.

If the Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this Mini Bid, the Bidder will immediately notify HTFC of such error, in writing, and request clarification or modification of the document.

## **9. Proposal Submission Requirements**

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Proposals must be delivered, by email, no later than the bid proposal due date and time indicated in the *Calendar of Events and Milestones* section of this Mini Bid.

Proposals must be submitted by email to [Nyhomes.proposal@hcr.ny.gov](mailto:Nyhomes.proposal@hcr.ny.gov), in searchable portable document format (PDF) compatible with Adobe Reader XI. **HTFC will not accept discs, flash drives, or File Transfer Protocol (FTP) file references that require HTFC to download information from the Bidder's or a 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." The bid proposal must be bookmarked and divided according to the tabs described in Section 6 of this Mini Bid.

Any bid proposal delivered after the date and time designated as the bid proposal submission deadline indicated in the *Calendar of Events and Milestones* section of this Mini Bid will be deemed ineligible. It is the Bidder's sole responsibility to ensure that all emails and attachments are delivered on time and in a legible format. HTFC may consider written requests to submit late bid proposals for good cause.

A bid proposal may be deemed non-responsive because it is materially incomplete. HTFC reserves the right to seek clarification or request additional information. The determination of whether any bid proposal is complete or was received on time is at the sole discretion of HTFC. All submitted bid proposals shall become the property of HTFC.

## **10. Evaluation of Proposals**

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### **10.1 The Selection Process**

The selection process will begin with the review and evaluation of each of the written bid proposals. The purpose of the evaluation is two-fold: (1) to examine the responses for compliance with the requirements of this Mini Bid; and (2) evaluate the best price.

**At its discretion, HTFC also reserves the right to consider the past and current performance and demonstrated capacity of an existing LA in administering current contracts with HTFC.**

HTFC reserves the right to reject a Bid proposal for the following reasons:

1. The Bid proposal was incomplete or did not meet the requirements of the Mini Bid.
2. The Bidder proposal did not demonstrate that the vendor met the Minimum Requirements described in Section 4 of this Mini Bid.
3. The Bidder or one or more of its Principals has been subject to a contract default or debarment, or has past or current compliance or performance issues in the administration of HCVs or other government programs; or
4. The Bidder or one or more of its Principals is subject to an ongoing investigation by a relevant local, State or Federal entity; or

Any other reservation of right to reject a bid proposal indicated in HTFC's [\*Standard Clauses and Requirements for Solicitations\*](#).

## 10.2 Interviews

HTFC reserves the right to determine whether interviews will be necessary and the number of firms to be interviewed. If HTFC deems interviews necessary, selected firms will be notified. The Bidder's primary staff member responsible for HTFC's relationship with the Bidder, as well as other key personnel proposed to provide services, including its subcontractor's primary staff person, must be present and participate in the interview. The purpose of the interview is to further document the Bidder's ability to provide the required services and to impart to the HTFC Committee an understanding of how specific services will be furnished. The interview will be evaluated based on whether it substantiates the characteristics and attributes claimed by the Bidder in its written response to this Mini Bid and any other clarification information requested by the Committee prior to the interview.

## 11. Award of Contract

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The contract resulting from this Mini Bid process will be to provide HTFC Section 8 HCV LA Services for the County listed in Section 2 for a term concurrent with the 2021 LA RFP (HTFC-RFP-210930). HTFC, at its discretion, may exercise its option to modify any provision in the contract including, but not limited to, the scope of services and compensation, on an as needed basis, with the mutual written consent of the contracting parties. Any contract that exceeds a five-year period will require the affirmative concurrence of the HTFC's Board to extend the term of the contract beyond a five-year period without undergoing a new solicitation process.

The successful Bidder(s) will be required to execute a Contract that incorporates (i) [Appendix I Standard Clauses for Contracts](#), (ii) [Appendix II relating to requirements and procedures for Participation by Minority Group Members and Women](#) (iii) [Appendix III, HUD's General Provisions for Contracts](#), and (iv) [Appendix IV, HUD's General Provisions for Contracts](#), all appendices hyperlinked herein, and (v) Confidentiality Pledge signed by the successful Bidder(s), its subcontractor(s) (if any) and each individual of the Bidder and its subcontractor(s), if any, assigned to work under the awarded contract, attached hereto as Attachment 2.

**The contract(s) resulting from this Mini Bid process is/are subject to the availability of Federal funding, including funding for the Section 8 HCV program. HTFC may, at its discretion, cancel the Mini Bid, amend the Mini Bid timeline, or delay the execution of a contract(s) resulting from this Mini Bid process, as it deems necessary.**

Prior written approval must be received from the Agency for the use of any subcontractor, including substitution and/or change in existing subcontractor(s). The subcontract(s) between the Primary Contractor and the subcontractor(s), in connection with the SOW and HTFC provisions for contracts, must receive written approval by the Agency. The sections relating to the scope of services and compensation in the subcontracting agreement must be well-defined.

## **Additional Requirements For this Contract**

### **11.1 General Federal Grant Requirements**

The Contract(s) shall be governed by certain federal terms and conditions for federal grants, including, but not limited to, the Office of Management and Budget's ("OMB") applicable circulars.

### **11.2 Federal Terms and Conditions**

Due to the awarded Contract(s) being funded with HUD monies, the Contract(s) shall be governed by [HUD's Section 8 General Provisions for Contracts](#), hyperlinked herein as Appendix III and [HUD's General Provisions](#), hyperlinked herein as Appendix IV.

### **11.3 Standard Clauses for Contracts with HTFC**

The Contract(s) shall be governed by [HTFC's Standard Clauses for Contracts](#), hyperlinked herein as Appendix I.

### **11.4 Compliance with all Section 8, Federal and NYS Requirements**

Under the awarded contract(s), HTFC will engage the successful Bidder(s) utilizing federal funds from the Section 8 Housing Choice Voucher program. By submitting a bid proposal, the Bidder acknowledges that, if awarded a contract, they will be solely responsible for ongoing compliance with any and all federal and State requirements related to the Scope of Work outlined in this Mini Bid. These requirements include, but are not limited to, the Federal Housing Act or other relevant federal statutes, regulatory requirements issued by HUD, rules adopted by HUD's Office of Public and Indian Housing that are applicable to the Section 8 Housing Choice Voucher program, and HTFC's Housing Choice Voucher Administrative Plan. The requirements included in this Mini Bid are not necessarily comprehensive, and it is the successful Bidder's responsibility to remain knowledgeable of, and compliant with, any new or revised rules that are adopted during the life of the contract. Where there are contradictions between this Mini Bid and Federal Law, Federal Law will prevail and control.

### **11.5 Section 3 of the Housing and Urban Development Act of 1968**

In addition to the Diversity and SDVOB requirements included in this Mini Bid, and pursuant to Section 3 of the Housing and Urban Development Act of 1968, HTFC is committed to ensuring that employment and other economic opportunities generated by HUD's financial assistance shall, to the greatest extent feasible, and consistent with existing federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

A "Section 3 resident" is (a) a public housing resident or (b) a low- or very low- income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended.

A “Section 3 business concern” is a business that can provide evidence that they meet one of the following criteria: (1) 51% or more owned by Section 3 residents; or (2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or (3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

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**Attachment 1- Scope of Services**  
(attachment to follow this page)

# **Attachment 1**

## **Scope of Services (“Scope of Work”)**

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The Scope of Services (“Scope of Work” or “SOW”) for this Project involves the administration of federal Section 8 rental assistance vouchers on behalf of HTFC, while ensuring compliance with the statutory and regulatory requirements, as articulated by HUD. In addition to federal rules, Local Administrators will be guided by HTFC’s Administrative Plan, which serves as the primary vehicle for setting statewide HCR policy. It is the responsibility of the Bidder to adequately perform all aspects outlined in the scope for the duration of the contract term. HTFC reserves the right to supplement this SOW in the future with a Local Administrator Procedure Manual, additional instructions for utilizing the HTFC data solution, and any other Statewide Section 8 notices and clarifying guidance as necessary.

## **Location Requirements**

The successful Bidder (“Contractor”) must demonstrate that HCV services will be accessible to all current voucher families and future applicants, including senior/disabled populations and families that lack access to phone/Internet, etc. This requirement may be met by either: (i) establishing a permanent office location within the county that will be open and staffed during standard, weekday business hours; or (ii) providing an alternative plan acceptable to HTFC for how services will be made accessible to all customers; such alternative plans may include a combination of approaches, including utilization of nearby, existing office space in a neighboring county, an agreement with a local social service provider within the county to share office space, home visits, on-line tenant portals, phone outreach, etc.

The SOW involves the administration of federal Section 8 rental assistance vouchers on behalf of HTFC, while ensuring compliance with the statutory and regulatory requirements, as articulated by HUD. In addition to federal rules, Local Administrators will be guided by HTFC’s Administrative Plan, which serves as the primary vehicle for setting statewide HCR policy. It is the responsibility of the Contractor to adequately perform all aspects outlined in the scope for the duration of the contract term.

## **Summary**

Selected Contractors must complete the tasks listed here in accordance with HTFC’s Annual Contributions Contract (“ACC”), the HTFC Administrative Plan, and all applicable federal and state statutes and regulations. Selected LAs will be responsible for delivering all aspects of voucher administration in the designated county(ies) or region(s). By executing and submitting the attached agreement, the Contractor confirms acceptance of this Scope of Work and that it has sufficiently-trained staff and has the capacity and procedures in place, as per the Operations Plan submitted in Tab 3 of its proposal. No additional payment will be provided for these services unless otherwise

specified.

It will be the responsibility of the Contractor to remain current on all federal rules, including new guidance issued by HUD during the contract period, and to ensure that all staff working on the program are properly trained and certified in accordance with current HUD standards. In addition, it will be the Contractor's responsibility to remain current on all State and local laws, regulations and rules, as applicable.

Contractors will commit to provide staffing at minimum within the range of Full Time Equivalents (FTEs) listed below in order to perform the tasks listed in the Scope of Work and any other tasks required for each county served. HTFC will consider alternative proposals to overlap duties for staff, or share staff among more than one county, on a case-by-case basis. Below are minimum staffing levels required for each county:

<b>Staff Title</b>	<b>Details</b>	<b>Mandatory Positions</b>
Administrator	Handles day-to-day operations	Between .5 and 1 FTE
Case Manager	1-250 vouchers administered	Between .5 and 1 FTE
Case Manager	251-500 vouchers administered	Between 1 and 1.5 FTEs
Case Manager	501-1000 vouchers administered	Between 1.5 and 2.5 FTEs
Case Manager	1001-1500 vouchers administered	Between 2.5 and 3 FTEs
Case Manager	1500+ vouchers administered	Minimum 3 FTEs Case Managers plus 1 for every additional 500 vouchers administered
Inspector	Makes on-site visits	Between .5 and 1 FTE

All employees working HCV shall be required to sign a confidentiality pledge in a format provided by HTFC. The LA shall keep the signed documents on file and shall make them available upon request by HTFC.

HTFC reserves the right to require submission of recent audited financial statements for the LA or other acceptable financial documentation at HTFC's discretion.

The Contractor may be required to administer the following types of vouchers within the counties assigned:

1. Tenant Based Vouchers
2. Project Based Vouchers
3. Enhanced and Tenant Protection Vouchers
4. Rental Assistance Demonstration (RAD)
5. Veterans Affairs Supported Housing (VASH) Vouchers
6. Mainstream Vouchers
7. Family Unification Program (FUP)
8. Emergency Housing Vouchers (EHV)

9. Any other types of vouchers or rental assistance authorized by HUD under HTFC's ACC.
10. Any other types of vouchers or rental assistance authorized by the State of New York.

Upon contract execution, Contractors will be held accountable for achieving the following Key Performance Indicators.

- 1. SEMAP Score** –An LA will be subject to termination or administrative penalties if it receives a score of: 1. Below 50 in any year; -or- 60 or below for two consecutive years, -or- a score of 70 or below for three consecutive years. Any findings may also result in a corrective action plan.
- 2. Compliance** – The LA is expected to complete all required tasks in compliance with all applicable rules. Quality control reviews by the State, its auditors, HUD, the HUD IG, or other control entities should not reveal measurable, significant, systemic or repetitive discrepancies or findings.
- 3, Utilization** – The utilization rate for each LA must be at or above 95% for each county served.
- 4, Accurate and Secure data** – The LA must update EIV, the approved HTFC HCV software and ensure any other databases are accurately updated in a timely manner. access to these databases should be restricted, and proper procedures and protocols are in place and readily made available upon request. both digital and paper records should be secure, with Personally Identifiable Information carefully guarded and protected.
- 5. Affordability** – Voucher families served by the LA must be in housing they can afford. over-housing should be minimal. The LA should recommend changes as required to payment standards based on timely and accurate data. 75 percent of New Admissions for each county serviced must be targeted to extremely low-income families. income verifications should be conducted within required timeframes. 50058 calculations must be accurate and properly documented.
- 6. Customer Service** –Families must have reasonable access to their assigned case manager and be provided with the necessary information at their family briefing, inspections and certifications/recertifications should conducted on time and with appropriate notifications. Families should be informed of their rights under Section 8, and of the process for reporting fraud, fair housing laws/discrimination and other illegal activity. Applicants, participants and landlords should be able to reach a live person during business hours to answer questions.
- 7. Responsiveness** – The LA must respond to inquiries from HTFC and from constituents as prescribed in HTFC's HCV Administrative Plan. Inquiries from applicants, voucher participants and landlords should be responded to within 48 hours.
- 8. Housing Quality** – Properties that pass HQS inspections by the LA must be in good working condition and not pose a threat to the health and safety of families; lead-based paint and instances of EBLL should be reported and addressed per federal rules. Inspection results should made immediately available and clearly communicated to families and owners; the required deadlines for making any repairs and/or abatement should be enforced with proper follow-up.

## **Tasks and duties – LAs**

For each voucher assigned, the selected LA will complete all tasks listed below and their associated duties (collectively, the “Required Tasks”) in accordance with HTFC’s ACC, its current Administrative Plan, and all applicable federal and state statutes and regulations.

HTFC will provide a centralized data solution for LAs to utilize in the performance of these tasks, in addition to the required HUD databases. The LA is required to learn and follow instructions for the use of the data solution provided by HTFC. HTFC reserves the right to periodically update its current data solution, or to replace part or all of its data solution as necessary. HTFC will provide adequate notice and training to the LAs in advance of any changes.

HTFC transitioned its data solution to **Emphasys Elite** during 2022, with portals to be added at a later date for applicants and participants. LAs may be required to attend trainings for Emphasys Elite as necessary. HTFC reserves the right to select a new data solution, or to make modifications to its existing data solution, at any time during the life of the contract. It is the LA’s responsibility to ensure that all data is entered into Emphasys Elite accurately and securely. Use of any other software product or data solution to store or manage HTFC’s Section 8 data must be approved in advance in writing by HTFC. Unless otherwise approved, the LA shall be responsible for any costs incurred to integrate systems and to securely transfer data. The LA shall also be solely responsible for the security of any data stored outside of Emphasys Elite, or any system designated by HTFC. If corrupted code or data is uploaded into Emphasys Elite, or the system designated by HTFC, either intentionally or unintentionally, from a software product or data solution used by the LA, the LA shall be solely responsible for covering any costs incurred necessary to correct HTFC’s data, to repair any damages to the data solution or system, and to comply with any regulatory or court-mandated requirements to compensate families for any resulting security breaches.

The LA is responsible for properly safeguarding any data provided to or obtained by the LA in the administration of Section 8 rental assistance vouchers on behalf of HTFC. The LA is also responsible for ensuring the accuracy of all data entered into Emphasys Elite, or the system designated by HTFC, by its employees. This data shall include, but not limited to, applicant data, participant data, landlord data, and bank account information. All changes made by the LA to payee bank accounts in Emphasys Elite, or the system designated by HTFC, must be verified by the LA through a direct phone call to the recipient of the funds using the phone number on file and not one that may be included in the email or paper request. This is in addition to the standard verification procedures, including obtaining a W-9 form, completing the direct deposit form, and obtaining a cancelled check or certified bank letter. Verification should be documented by the LA in the files to ensure a clear record of the process. HTFC reserves the right to reduce the LA’s administrative fee to recoup any payment(s) issued to an incorrect or fraudulent bank account. HTFC may also change or update payment verification procedures as necessary to properly protect Section 8 data and federal funds.

The LA will comply with all applicable state and federal standards to ensure the security of any

Personal Identification Information collected or stored (*see* <https://its.ny.gov/eiso/policies/security> for a sample of rules published by ITS). The LA is responsible for any actions taken by its employees using the HTFC data solution or any HUD database, and for ensuring that only authorized staff access data in a secure environment. LAs will be required to participate in an annual contract evaluation. This may include but is not limited to:

- SEMAP review
- Surveys from HTFC to participants and landlords to improve responsiveness
- Submission of an updated Operations Plan

The LA's tasks for the administration of HTFC's HCV vouchers include but shall not be limited to the following tasks. These tasks are subject to modification based on future guidance or requirements issued by HUD, any waivers issued by HUD that apply to HTFC, and/or changes required to comply with State law.

### **Task A: Waiting List**

#### Duties

1. Maintain all aspects of the waiting list for the counties assigned, including opening, closing, purging, denial and acceptance.
2. Make recommendations to HTFC regarding the appropriate methodology for opening the waiting list in assigned counties (*e.g.*, lottery, etc.).
3. Project utilization and recommend a date to open/re-open a waiting list.
4. Submit for approval to HTFC the time, date and location of the wait list opening, no less than sixty (60) calendar days in advance.
5. Provide staff to accept applications and enter data into the agency database in a timely and accurate manner.
6. Provide staff to accept information changes submitted by applicants and enter those changes in the HTFC database solution in a timely and accurate manner.
7. Utilize mobile technology to accept applications online as well as in-person.
8. Execute the selection process for the waiting list in accordance with the methodology and procedures approved by HTFC.
9. Establish the order of applicants on the waiting list based on the agreed upon procedures and all federal and HTFC-required preferences.
10. Purge the waiting list per Administrative Plan requirements.
11. Allow for HTFC staff to be present at the wait list opening upon written or email request.
12. Select families from the waiting list as vouchers become available, recognizing the applicable preferences.
13. Manage site-specific waiting lists corresponding to allocated PBVs, including outreach to potential applicants when needed.

### **Task B: Outreach**

### Duties

1. Implement and adhere to a Communications Plan, as defined below, that is acceptable to HTFC.
2. Remain knowledgeable on other available housing and social services and make referrals to voucher families as appropriate.
3. Educate landlords on the benefits of accepting HCV tenants, and be prepared to answer questions regarding payment, inspections, etc.
4. Recruit landlords to participate in the program
5. Develop and provide informational materials and distribute to landlords and tenants regarding [well-resourced areas](#) and encourage mobility for families. collaborate with organizations providing Mobility Counseling Services as required by HTFC.
6. Utilize NYHousingSearch.gov, and other available resources, to help families identify affordable housing.
7. Establish local partnerships necessary to administer VASH, Mainstream and other special purpose vouchers, including but not limited to appropriately engaging and collaborating with the U.S Veterans Affairs Administration to coordinate services and maximize housing opportunities for veterans.
8. Respond to inquiries from applicants, landlords, voucher families, other housing and social service providers, and local government officials regarding the HCV program in the counties listed in Section I.
9. Report to HTFC any inquiries received from a member or employee of the U.S. Congress, HUD, the HUD Inspector General, the Federal or State Attorneys General, a member of the NYS Assembly or Senate, or the news media within 24 hours of receipt. HTFC will determine which party will provide the official responses to these inquiries. The LA should consult with HTFC on any other inquiries received from government agencies not listed above prior to responding. The LA must retain a log of all inquiries for at least a two-year period.

### **Task C: Case Management**

#### Duties

1. Utilize all forms provided and/or approved by HTFC.
2. Utilize the most recent version of all HUD forms.
3. Collect and review eligibility information from each family selected from the waiting list for Section 8 assistance utilizing the application form provided by HTFC.
4. Determine eligibility and select families in the appropriate order to ensure maximum voucher utilization.
5. Issue denial notices for applicant families determined to be ineligible.
6. Conduct all family briefings as required.
7. Utilize the Enterprise Income Verification (EIV) System, the Income Validation Tool (IVT) Report, and any other available verification documentation to determine and confirm a family's annual income, Total Tenant Payment (TTP) and Housing Assistance Payment (HAP).

8. Complete 50058 forms and other forms required to determine the eligibility of a family for voucher assistance.
9. Issue Vouchers on HTFC's behalf and make determinations (and redeterminations) as necessary related to subsidy standards, extensions, expirations, suspensions, moves, transfers and port requests.
10. Administer any tenant or landlord incentives provided by HTFC, including but not limited to security deposit assistance, landlord bonuses, repair funds, and tenant stipends.
11. Accept and review Requests for Tenancy Approval and assess rent reasonableness.
12. Execute Housing Assistance Payment contracts with the landlord and provide the Section 8 Tenancy Addendum for the lease.
13. Accurately enter family and landlord data into HTFC's Housing Choice Voucher software.
14. Adhere to Administrative Plan processes for reporting and administering all portability cases.
15. Maintain files for each family receiving voucher assistance and securely store those files in accordance with federal and state requirements.
16. Conduct all annual and interim re-certifications in a timely manner.
17. Enforce occupancy policies regarding family, bedroom size, guests, aides, and family absences.
18. Enter into, monitor and enforce repayment agreements as necessary.
19. Update the EIV database for Debts Owed as required.
20. Terminate voucher families who are no longer eligible as per federal and/or state requirements.
21. Respond to and review requests for Reasonable Accommodations and ensure compliance with the Violence Against Women Act (VAWA), Section 504, and all applicable Fair Housing laws.
22. Review requests for Exception Payment Standards and make recommendations to HTFC for requests requiring HUD approval.
23. Appropriately respond to all complaint sources not specifically prohibited in this Scope of Work.

#### **Task D. Inspections**

##### Duties

1. Conduct physical inspections of units in accordance with Housing Quality Standards ("HQS"), and/or any other standards approved by HUD or HTFC.
2. Conduct inspections of new units prior to providing housing assistance payments and, where the unit fails initial inspection, ensure deficiencies are addressed as required.
3. Ensure timely annual inspections of all housing units occupied by voucher families.
4. Maintain a log of failed inspections and make the log available for review by HTFC.
5. Issue correspondence to the landlords and tenants as necessary regarding the status of inspections.
6. Conduct re-inspections as necessary to confirm repairs are made for units that fail

initial/annual inspections.

7. Conduct emergency inspections to respond to complaints within 24 hours.
8. Establish a system to schedule inspections, provide appropriate and courteous notifications and reminders to families and landlords, and ensure that inspection staff arrive to appointments on time.
9. For multi-family properties, inspect common areas and mechanical systems as required.
10. Accurately transfer inspection data to HTFC's Housing Choice Voucher software.
11. Identify health and safety hazards and point them out to the tenant and landlord as necessary. educate tenants and landlords regarding building safety as appropriate.
12. Provide a process for families and landlords to report inappropriate behavior by inspectors.
13. Conduct Quality Control inspections on at least the number/percentage of units required as per SEMAP.
14. For units owned by the LA, coordinate with other Local Administrator or third parties, as required by HTFC, for inspections.
15. Take all necessary actions on HTFC's behalf to meet requirements for PHAs in HCV regarding HUD's Lead Safe Housing Rule pertaining to elevated blood levels, as required by Federal law 24 CFR Part 35, Subpart M, and, in particular, the amendments to the Final Rule published January 13, 2017. This includes, but is not limited to:
  - a. Compliance with data collection and matching requirements of 35.1225(g) to retrieve and use data to identify children with EBLLS.
  - b. Compliance with federal and state law to ensure compliance with notification, reporting, environmental investigation, and follow-up. in addition to educating landlords and tenants on requirements as necessary.
  - c. The establishment of any local partnerships, including with the County Department of Health, to facilitate compliance with notification requirements.
16. Ensure all failed inspections are handled in accordance with currently published federal guidelines and HTFC's HCV Administrative Plan.
17. Take all necessary actions on HTFC's behalf to comply with any other current or future applicable federal rules regarding property conditions, health and safety. remain current on new HUD inspection standards and requirements.
18. Implement a system for accepting landlord-submitted verifications of repair when fail items do not necessitate an in-person follow-up inspection. Submitted verifications of repair must be signed and dated by both the landlord and tenant, with a clear listing of the failed item(s) for which the verification of repair is being submitted.
19. Implement and carry out an abatement process for landlords that do not make needed repairs within established timeframes. Such a process must include timely notifications, with abatements placed in accordance with HUD regulations.
20. Develop a process for evaluating and making determinations pertaining to landlord extension requests.

## **Task E. Administration/Program Management**

## Duties

1. Maintain the security of all paper and digital files.
2. Receive, process and properly document requested updates/corrections to 1099 forms previously submitted by owners. respond to notifications from HTFC concerning landlords with b-notices issued by the IRS, and correct database information as appropriate.
3. Collect and analyze data regarding the affordability of the local rental market; make timely recommendations to adjust the payment standard and/or the utility allowance.
4. Identify areas of opportunity within the counties served and educate families on the benefits of locating there.
5. Implement Small Area Fair Market Rents (“SAFMRs”) where applicable to foster housing choice.
1. Further the de-concentration of high poverty areas by increasing opportunities for mobility, working seamlessly with the local mobility counseling program, if any, and highlighting local housing providers in [well-resourced areas](#).
6. Report incidents of unlawful Source of Income Discrimination and violations of other federal and state fair housing and housing discrimination laws to the New York State Division of Human Rights and/or other federal/state authorities as required.
7. Handle all aspects of enforcing the payment and utility allowance standards; ensure utility allowance is enforced, applied, and calculated accurately.
8. Utilize HTFC provided income limits, annually.
9. Utilize HTFC’s approved payment standards as prescribed in the Administrative Plan.
10. Ensure that voucher allocations are maintained under the correct funding increment numbers in HTFC’s Housing Choice Voucher software and that participants are properly identified at all times.
11. Adhere to processes for reporting and administering portability, as prescribed in the Administrative Plan.
12. Conduct Informal Reviews as prescribed in the Administrative Plan.
13. Conduct Informal Hearings as prescribed in the Administrative Plan.
14. Maintain program files, adhering to document retention policies, and secure tenant records to assure client confidentiality, including secure storage for EIV, criminal background checks and other sensitive data. this also includes the ability to send and receive protected data electronically.
15. Per document retention policies, destroy paper files in a timely manner that are no longer required to be stored; HTFC is striving to eliminate paper files and store all documents digitally.
16. Ensure that all current HUD and HTFC forms are maintained and utilized; discontinue use of obsolete forms, where applicable.
17. Submit monthly HAP requests and other required reports.
18. Ensure LA staff has working knowledge of HTFC’s approved computer database management software including, but not limited to, data entry and updates, software updates, etc., as appropriate to their assigned duties.

19. Understand and adhere to all provisions of the HTFC's Administrative Plan including any policies, notices and/or directives disseminated by mail or electronically regarding the Housing Choice Voucher Program.
20. Offer recommendations for revisions to the Administrative Plan upon request.
21. Understand and adhere to all related applicable provisions including, but not limited to: Fair Housing and equal opportunity, non-discrimination, VAWA, lead-based paint, and Section 504 for all programs within the HCV program.
22. Attend regional meetings conducted by HTFC and other meetings as required.
23. Monitor and correct information contained in the following as needed monthly/quarterly:
  - a. EIV Reports
    1. Duplicate subsidy report
    2. Invalid SS reports
    3. Deceased Tenant reports
  - b. Automated Clearing House (ACH)
  - c. Repayment Agreements
24. Ensure all staff are appropriately trained and certified as required by HTFC and/or HUD.
25. Adhere to all NYS HCR-mandated lockbox processes, including the generation of payment slips for the identification of direct submissions of participant repayments, landlord HAP overpayments, and portability payments to the NYS HCR-designated lockbox.
26. As applicable, submit your organization's A-133 to the NYS HCR-designated contact within 9 months of the conclusion of your organization's most recently concluded fiscal year.
27. Any other task required to successfully administer HCVs in the counties served.
28. Notify HCR within five (5) business days of a change to any of the following:
  - a. Name and Contact information of the program administrator
  - b. Second point of contact
  - c. EIV/Security Manager
  - d. FSS Coordinator
  - e. Homeowner Coordinator
  - d. Office address and fax number
30. Notify HTFC of any staff who are participants or immediate family of participants or any other relationships which could result in a conflict of interest.
31. Notify HTFC in writing if the LA or an employee of the LA owns property with HCV/PBV assistance which outside entity is conducting HQS, income certifications and rent reasonableness.

## **Task F. Quality Control**

### Duties

1. Utilize the quality assurance system provided by the PHAs technological vendor.
2. Implement and adhere to a Quality Control Plan acceptable to HTFC.

3. Conduct quality control reviews for each county serviced on no less than the minimum percentage or unit count as indicated below of certifications and re-certifications, including all 50058 calculations. the review must be performed by a program-trained (see required training) employee or an HTFC approved third-party who is not the assigned case manager for that family, and did not perform the initial eligibility determination. minimum standards are as follows:
  - a. A quality control review on eligibility determination must be conducted for the first 3 months for all new employees performing case management on the LA’s behalf.
  - b. A quality control review must be conducted for certifications of the selection process for all new applicants prior to the eligibility determination.

In addition to the above:

- c. **A quality control review must be conducted using the SEMAP model:**

The sample of files to be reviewed for each SEMAP Indicator will be based on the size of the universe as indicated below (unless otherwise noted).

<b>Universe</b>	<b>Minimum number of files or records to be sampled</b>
50 or less	5
51-600	5 plus 1 for each 50 (or part of 50) over 50
601- 2000	16 plus 1 for each 100 (or part of 100) over 600
Over 2000	30 plus 1 for each 200 (or part of 200) over 2000

4. Comply with the Section 8 SEMAP and HUD Rental Integrity Monitoring (RIM) requirements. Each LA will be reviewed for compliance with these requirements and will receive a score for each county they serve. HTFC will provide at least thirty (30) calendar days’ notice of its SEMAP review.
5. NYS HCR reserves the right to conduct SEMAP audits, quality control reviews and/or implement corrective action plans as necessary. The reviews will be scheduled at HTFC’s discretion and will cover any period of time as deemed appropriate. however, reviews will likely cover the most recent fiscal year(s) (April 1st of year 1 through March 31st of year 2).
6. Make appropriate staff available for the SEMAP review, .
7. Make staff and resources available for HTFC’s annual Single Audit.
8. Produce files available within specified timeframe.
9. HTFC reserves the right to establish additional requirements, including HTFC staff review and/or approval of some or all eligibility determinations.

## **Task G. Project Based Vouchers**

### Duties

1. Ensure programmatic understanding of all related PBV regulations and policies including, but not limited to, HUD regulations (24 CFR 982 & 983), the Housing Opportunities Through Modernization Act (“HOTMA”) and HTFC’s Administrative Plan.
2. Maintain individual waiting lists for each PBV contract to be used exclusively for contracted units within.
3. Ensure all HUD and HTFC required forms applicable to the program are incorporated and available for file review.
4. Maintain a copy of the PBV contract, including Exhibits associated with the units under the HAP contract.
5. Ensure compliance with the HAP contract.
6. Provide case management staff to accept applications on site where necessary to ensure sufficient accessibility to Section 8 assistance.
7. Assist the owner in marketing Section 8 PBV units, including mailing applications to perspective tenants, receiving and responding to inquiries, and providing applications to the landlord.
8. Submit quarterly RAD/PBV leased contract unit report identifying status on vacant units.

## **Task H. Additional Work Scope Items**

In addition to the tasks listed above, with HTFC approval, the LA may be asked to participate in the following activities. LAs approved to do so must include documentation of sufficient staffing and other resources for these activities in their Operations Plan. HTFC reserves the right, at its sole discretion, to select other vendors to implement these programs in counties where the LA is not providing them, where the existing program is found to be in noncompliance, or where service levels are determined by HTFC to be insufficient to meet the need. HTFC will negotiate fees separate from the LA’s administrative fee to compensate for these services.

### **H1. Homeownership Program**

1. Establish a collaboration with a HUD certified homeownership counselor.
2. Utilize the HTFC data solution and other data sources to identify eligible candidates for homeownership.
3. Discuss homeownership options with eligible voucher families at Recertification meetings.
4. Respond to inquiries regarding homeownership, and refer possible new Section 8 homebuyers to available counseling services; provide brochures, information, etc.
5. Circulate invitations to required Pre-Screening meetings by homebuyer counselors and follow up on questions.

6. Track completion of Home Buying Counseling by a HUD Certified Housing Counselor, collect and review necessary documentation prior to closing, including, but not limited to:
  - a. Mortgage pre-approval, approval and commitment.
  - b. Good Faith Estimate of Lender Charges.
  - c. Certificates of completion for homebuyer training.
7. Calculate HAP and ensure family's payment will be affordable; provide HAP payment documentation to the family, mortgage lender, and HTFC via HAP Letter.
8. Ensure compliance with rules regarding lending terms and use of mortgage brokers, realtors, etc.
9. Review homeownership costs and obtain HTFC approval prior to closing.
10. Deliver the closing package to HTFC, including:
  - a. The last Rental 50058.
  - b. The first Home Owner 50058.
  - c. A copy of the HUD 1 or Closing Disclosure.
  - d. A completed home ownership survey.
  - e. 2 signed releases of information: photography and general releases of information for each homeowner.
  - f. Digital photos of the homes and/or homeowners for use on the Agency Website (if available).
11. Update the HTFC data solution & PIC to reflect a change in status from renter to homeowner.
12. Assist HTFC in tracking program success and reporting outcomes. respond to HTFC surveys and other data requests.

## **H2. Family Self-Sufficiency Program (FSS)**

1. Designate or hire an FSS coordinator and ensure coordinator positions receiving federal funds for salaries meet eligibility requirements and comply with restrictions per the federal FSS NOFA.
2. LAs operating a FSS program must set up and maintain a Program Coordinating Committee and provide meeting minutes to HTFC.
3. Utilize HTFC's HCV software and other data sources to identify eligible families for FSS, discuss FSS with voucher families at Recertification meetings, and interview voucher families to determine their eligibility for FSS.
4. Coordinate transfer of FSS participation for families porting to or from other PHAs, or transferring to or from another LA.
5. Assist families in setting individualized and attainable goals to achieve financial independence; draft FSS Contract of Participation ("COP") and Individual Training and Services Plan ("ITSP").
6. Establish escrow accounts; monitor accounts for ongoing completeness and accuracy and make corrections; ensure disbursement requests comply with HUD regulations and HCR policies; distribute annual Escrow Validation Reports.

7. Maintain regular contact with FSS families to monitor progress, provide support, and update records.
8. Build partnerships with and maintain a list of service providers; provide referrals to FSS families based on assessments of their needs and goals.
9. Determine when graduations, terminations and exits are appropriate.
10. Assist HTFC in tracking program success and reporting outcomes; respond to all HTFC requests.
11. Request interim and/or final disbursements on behalf of eligible participants when necessary.

### **H3. Mobility**

Among other activities, mobility counselors act similarly to both a tenant advocate and a real estate broker, identifying rental properties and owners in ‘[well-resourced areas](#)’ generally in neighborhoods with higher performing schools and lower concentrations of poverty. Families assisted typically demonstrate a high degree of motivation to seek access to quality housing as well as good schools and services, especially for their children. After a family is relocated, mobility counseling often connects them to a variety of on-going assistance to help ensure their future success. Recent data suggests that children under 13 who move to [well-resourced areas](#) have improved outcomes, including increased earnings.

### **H4. Emergency Housing Vouchers**

EHVs are administered in compliance with all applicable federal and state rules and requirements. These include but are not limited to: Section 3202 of the American Rescue Plan Act. PIH notice 2021-15 from the US Department of Housing and Urban Development (“HUD”). any applicable federal and state regulations regarding Section 8 Housing Choice Vouchers. the HCR Section 8 Administrative Plan as amended for EHVs, including all applicable waivers. the terms and conditions of any Memorandums of Understanding executed by HTFC for EHV referrals with Continuums of Care. and any subsequent guidance issued by HUD or HTFC.

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**Attachment 2- Confidentiality Pledge**  
(attachment to follow this page)

## **Attachment 2**

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### **CONFIDENTIALITY PLEDGE**

I, [\_\_\_\_\_], am an employee of \_\_\_\_\_ with an office at \_\_\_\_\_ (the “Employer”) and I am not an employee of the Housing Trust Fund Corporation (singularly or collectively, “Agency”) or any Agency Affiliate.

In the course of my employment with Employer, I will perform certain official duties for the Agency and have executed this Confidentiality Pledge (“Pledge”) as of this [\_\_\_\_] day of \_\_\_\_\_, 20\_\_ in order to induce the Agency to allow me to access Data so that I may use such Data in the performance of my official duties for the Agency while an employee of Employer.

“Data”, as used in this Pledge, means any and all records, data, or any other information not generally known to the public belonging to, generated by, provided to me by, or otherwise related to any Agency (whether in written, oral or electronic form), whether of a technical, business or other nature, that I may access, read, become aware of, or otherwise come into contact with in any way in the performance of my official duties for the Agency or for Employer.

1. I will use the Data only as may be required for the performance of my official duties for the Agency, and not for any other purpose.
2. I understand that applicable laws and regulations require the Agency to safeguard the confidentiality of certain information contained in the Data.
3. I will exercise extreme caution to safeguard the confidentiality of the Data and will not release, reveal, publish, or permit the public to obtain access to any portion of the Data without the prior written consent of the Agency.
4. I will exercise extreme caution to safeguard the confidentiality of any password that may be issued by any Agency. I will not permit any person, other than myself (including, but not limited to, any other employee of Employer), to use any such password at any time.
5. I will not attempt to copy any Data (other than as may be required for the performance of my official duties for the Agency) nor will I create any record, public or private, from which any Data could be regenerated.
6. This pledge shall continue indefinitely and shall survive the termination of my employment with Employer and any date on which I may cease to perform any official duties for any Agency.

In addition, in the course of my employment with Employer, I will perform certain official duties for the Agency (“Agency’s Engagement”). I shall not accept any engagement in conflict with the

Agency's or Agency' interest in the subject matter of the Agency' Engagement. I shall not offer to any employee, member or director of the Agency any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

*In witness whereof*, I have executed this Pledge as of the date and year first above written.

\_\_\_\_\_, **SERVICER AND EMPLOYER**  
Print Name of Vendor/Servicer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_, **EMPLOYEE OF SERVICER/EMPLOYER**  
Employee's Signature

\_\_\_\_\_  
Print Name of Employee

\_\_\_\_\_  
Employee's Phone Number

**Attachment 3- Proposal Checklist**  
(attachment to follow this page)

## Attachment 3

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### Proposal Checklist

#### CHECKLIST FOR VARIOUS REQUIRED FORM RELATED ITEMS TO BE COMPLETED AND RETURNED:

- Application Coversheet, Schedule 1
- Bid Proposal
- Administrative Proposal
  - [Vendor Information Form](#)
  - [Lobbying Reform Law Form 1](#)
  - [Lobbying Reform Law Form 2](#)
  - [Non-Collusive Bidding Certification Form](#)
  - [Vendor Responsibility Questionnaire – For Profit Business Entity OR Non-Profit Entity;](#)
  - [EEO Staffing Plan, PROC-1](#)
  - [MWBE & EEO Policy Statement, PROC-4](#)
  - [Company Demographic Profile, PROC-7](#)
  - [EEOC Statement, PROC-8](#)
  - [Diversity Practices Questionnaire, PROC-9](#)
  - [Certification and Affirmation of Complete Self-Performance](#)
  - Evidence of Insurance (required upon contract award)
  - [Vendor Assurance of No Conflict of Interest and Detrimental Effect](#)
  - [Executive Order #16 – Prohibiting Contracting with Businesses Conducting Business with Russia](#)
- Bidder's most recent two years of financial statements or federal tax returns

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**Schedule 1- Application Coversheet**  
(attachment to follow this page)

# ***Application Coversheet***

***Attach this form to the top of your bid proposal.***

**DATE OF APPLICATION:** \_\_\_\_\_

**I. 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:

\_\_\_\_\_

FINRA and/or SEC Registration Number (if applicable):

\_\_\_\_\_

MWBE Registration Number (if applicable):

\_\_\_\_\_

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

\_\_\_\_\_

**MAIN CONTACT INFORMATION FOR THIS PROPOSAL:**

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

Contact Name:

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Contact Telephone Number (including area code):

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Contact E-mail Address:

---

Contact Facsimile Number (including area code):

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**II. PRINCIPAL IN CHARGE:**

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

Contact Name:

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Contact Telephone Number (including area code):

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Contact E-mail Address:

---

Contact Facsimile Number (including area code):

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**III. 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):

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## ***Proposal Certification***

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

<b>Legal Business Name of Proposer/Bidder:</b>	<b>D/B/A Name of Proposer/Bidder:</b>
<b>Federal Tax Identification Number:</b>	<b>New York State Identification Number:</b>
<b>Printed or Typed Name of Authorized Firm Signatory:</b>	<b>Proposer/Bidder Signature:</b>
<b>Title:</b>	<b>Date:</b>

## **Appendix I- Standard Clauses for Contracts**

A copy of the Standard Clauses for Contract may be accessed at the following link:

[https://hcr.ny.gov/system/files/documents/2023/11/appendix-i\\_agencies-standard-contract-clauses\\_september-2023\\_final\\_0.pdf](https://hcr.ny.gov/system/files/documents/2023/11/appendix-i_agencies-standard-contract-clauses_september-2023_final_0.pdf)

## **Appendix II- MWBE Participation Requirements and Procedures for Contracts**

A copy of the MWBE Participation Requirements and Procedures for Contract may be accessed at the following link:

[https://hcr.ny.gov/system/files/documents/2025/10/appendix-ii\\_mwbe\\_eo\\_requirements\\_revised\\_january-2018\\_final\\_.pdf](https://hcr.ny.gov/system/files/documents/2025/10/appendix-ii_mwbe_eo_requirements_revised_january-2018_final_.pdf)

## **Appendix III- HUD's Section 8 General Provisions for Contracts**

A copy of HUD's General Provisions may be accessed at the following:  
[hud-general-provisions\\_0.pdf](#)

## **Appendix IV- HUD's General Provisions for Contracts**

A copy of HUD's Section 8 General Provisions for Contract may be accessed at the following link:

<https://hcr.ny.gov/system/files/documents/2019/02/appendix-iiihudprovisionssection8january-2019.pdf>