



**NEW YORK STATE HOUSING FINANCE AGENCY  
STATE OF NEW YORK MORTGAGE AGENCY**

**Title:** Off-Site Record Storage, Retrieval and Management Services  
**Agency:** New York State Housing Finance Agency and State of New York Mortgage Agency  
**Division:** Procurement Contracts  
**Contract Term:** Five years plus five optional one-year renewals  
**Date of Issue:** April 16, 2026  
**Due Date/Time:** May 13, 2026, 2:00 PM, Eastern Daylight Time (“EDT”)  
**Service-Disabled Veteran-Owned Set Aside:** No

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**A. 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 Housing Finance Agency (“HFA”) and State of New York Mortgage Agency (“SONYMA”) (individually or collectively, “Agency” or “Agencies”). HCR includes other agencies (i.e., Affiliates) not directly involved in this Solicitation process.

**B. Purpose**

The Agencies are seeking proposals from qualified offsite record storage, retrieval and management services firms (referred to hereinafter as “Proposers”) to provide the Agencies with offsite record storage, retrieval and management services (“Record Services” or “Offsite Services”). The successful firm will provide Record Services in accordance with the Scope of Services section of this Discretionary Purchase Solicitation.

In accordance with Section 2879 of the Public Authorities Law and Article 15-A of the New York State Executive Law and Article 3 of the New York State Veterans’ Law, this Solicitation is a Discretionary

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Purchase Solicitation (“Solicitation”) with proposals limited to respondents from NYS certified minority and/or women-owned business enterprises (“MWBEs”) and/or NYS certified service disabled veteran owned business (“SDVOBs”) (SDVOBs and MWBEs collectively hereinafter referred to as “Proposer(s),” Bidder(s) or “Firm(s))”.

### C. Calendar of Events and Milestones

<b>Event</b>	<b>Date</b>
<b>Issuance of Solicitation</b>	<b>April 16, 2026</b>
<b>Deadline for Questions</b>	<b>April 27, 2026, 12:00 PM, Eastern Standard Time (EDT)</b>
<b>Intent to Bid Form</b>	<b>April 29, 2026</b>
<b>Deadline for Responses to Questions</b>	<b>May 6, 2026</b>
<b>Deadline for Submission of Proposals</b>	<b>May 13, 2026, 2PM, Eastern Daylight Time (EDT)</b>
<b>Interview (if necessary)</b>	<b>To Be Determined</b>
<b>Anticipated Selection Date*</b>	<b>June / July 2026</b>

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

The Agencies seek to retain the services of a qualified offsite records storage, retrieval and management services company for the provision of Record Services for approximately 1,851 Containers, 9,054 Archive Boxes and 102 Oversized Boxes (quantity subject to change), which will be moved from the Agencies’ Primary Location to the successful Proposer’s facilities. The successful Proposer will exercise physical custody of the records, with the Agencies retaining all legal custody.

The successful Proposer must adhere to industry standards and best practices to provide the Agencies with Offsite Services including, but not limited to, the following services indicated below.

1. Analysis of Requirements: analysis of the Agencies' storage requirements per applicable document record in accordance with the [Agencies' Archival Policies and Rules](#), hyperlinked herein.
2. Provision of Adequate Storage Facilities: adequate storage facility that includes sufficient physical storage capacity.
3. Changes in Needs: Accommodate the needs of the Agencies for additional storage space or the downsizing of storage space, on an as-needed basis. The current estimated annual growth for storage space is 2%.
4. Current Record Inventory and Transfer Plan: The Agencies' inventory, currently estimated at approximately 11,000 boxes (subject to change), must be moved from the Agencies' Primary Location to the successful Proposer's facilities. Box types may include, but are not limited to, (a) Banker Boxes, (b) Archive Boxes, (c) Letter Transfiles, (d) Legal Transfile, (e) Oversized Boxes, (f) Architectural/Map Shipping Boxes, (g) Letter Boxes, (h) Legal Boxes, and (i) microfiche containers. The successful Proposer must provide pallets and wrapping to secure the transport of the boxes. The Proposer will be required to submit a Transfer Plan to the Agencies, as part of its response to this Solicitation, detailing the transfer process from the Agencies' location at 641 Lexington Avenue, 4th floor, New York, New York, 10022 ("Agencies' Location") ("Agencies' Location") ("Agencies' Location"), to Proposer's location. The Transfer Plan must include (i) new bar coding, (ii) labeling, (iii) data entry, and (iv) inventorying for the boxes/items to be stored at the successful Proposer's facility. The costs related to the tasks listed in the Transfer Plan must be clearly identified in the Proposer's response to this Solicitation. Prior to the commencement of Record Services by the successful Proposer, the successful Proposer must submit its final Transfer Plan to the Agencies for approval. The successful Proposer will assume full responsibility for coordinating the transfer of boxes of all existing records stored at the Agencies' Location and moved to the Proposer's facility, in accordance with the Transfer Plan approved by the Agencies. Upon successful completion of the transfer, the successful Proposer will be required to provide the Agencies with a written report of the boxes moved to the successful Proposer's facility.
5. The successful Proposer must be able to return a box to the Agencies' Location within 24 hours of Agency request.
6. Secure Storage and Facility Standards: The successful Proposer's storage facilities will be required to provide a level of protection consistent with industry standards and the standards described in the [Agencies' Archival Policies and Rules](#), hyperlinked herein., and must be solidly constructed with secure loading and unloading areas. The storage facility must be a temperature-controlled, fully insured, structurally-sound, fire-proofed facility with 24-hour security and provide destruction services. Storage facilities must be equipped with an intrusion alarm system that is monitored 24

hours per day, including weekends and holidays. If there is a breach in security, the Agencies must be notified immediately. If notification is given to the Agencies in a manner other than in writing, written notice relating to the breach in security must be sent to the Agencies by the successful Proposer within five days of the initial notification to the Agencies. Only authorized personnel should have access to the storage facilities, and no windows should be present on the ground floor of the storage facilities. If the site has windows, it should have blinds or shades to protect records from natural light. Lighting fixtures should be at least one foot above the cartons on the top shelf. Sprinkler heads should be at least one and a half feet above the cartons on the top shelf. Regarding aisle space, allow for at least 30 inches between bays and preferably 48 inches for the main corridors. Bays should be a maximum of 50 feet and at least one and a half feet away from any walls to meet Federal and State standards. Proposer must have a back-up power system for the storage facilities. Storage facilities cannot house any hazardous material. Storage facilities cannot be located within a flood area or risk exposure from external hazards. Floors must support at least 300 pounds per square foot and must be at or above ground level to assure dry storage. Walls surrounding the record storage area must be four-hour fire resistant. The records storage facilities must meet all applicable and current requirements of the National Fire Protection Association, the International Fire Code, as well as local fire regulations.

7. Pest Control: Proposer must provide proof of semi-annual treatment and/or inspection for rodents and insects, especially bed bugs.
8. Climate Control: Storage facilities must be climate controlled and have adequate air circulation to prevent mold infestation. Temperature and humidity should fluctuate as little as possible within the storage facilities and fall between 65 - 72 degrees Fahrenheit and 40 - 55 percent relative humidity. The climate control equipment must not be turned off or thermostat settings adjusted during nights, weekends and holidays.
9. Transportation of Records: For the transfer, the successful Proposer must provide transportation of storage records to and from the Agencies' Location as well as the Agencies' current storage vendor location. All vehicles used must have the appropriate security features (anti-theft device) and be secured while at the delivery / pickup site. All vehicles must be equipped with a fire extinguisher. Drivers must possess valid driver's licenses. Vehicles and Drivers must be fully insured. The successful Proposer must provide its own equipment and have adequate staff for transport of the boxes in and out of the Agencies' Location and off-site storage facilities.
10. Chain of Custody: A secure chain of custody of records from pick-up to storage to retrieval is required.
11. Record Delivery: Implementation of a process is required that would enable the Agencies to receive records during regular business hours. The successful Proposer will be required to deliver, on an "as

requested" basis by Agency staff, stored Agency records from the successful Proposer's facilities to the Agencies' Location, as specified for each request order by the Agencies. All deliveries shall be scheduled between 8:30 am and 4:30 pm, Monday through Friday, unless otherwise agreed upon by the Agencies.

12. Inventory/Tracking of Records: An online listing of stored records available for access and retrieval is required. The successful Proposer will be required to maintain an accurate, bar-coded, reliable computer-based inventory and tracking system capable of documenting pickup, delivery, and storage location of the Agencies' documents and records ("Records System"). At a minimum, the Record System must be web-based, with appropriate security, and accessible to at least five Agency users. The Record System must be able to identify each box by Agency owner (i.e., the Agencies' unit/department), and for each box, the following indicators are required:

- the on-site location of the successful Proposer's facilities (including address, floor, aisle and shelf);
- description of contents in box (i.e., project name, etc.);
- document type(s) in box;
- status of box (checked in/checked out/destroyed); and
- destroy date of box, if applicable.

The data must be importable by Excel or CSV file. The inventory tracking process must include appropriate transmittal forms, logs and receipts for pickup and delivery of individual boxes / containers for verification and audit purposes. Upon request by the Agencies, logs and receipts must be made available to the Agencies. The Record System must allow the Agencies' users to remotely view inventory data and to initiate delivery requests via the online Record System. Inventory status must be updated within 24 hours of activity. The successful Proposer must provide training for the Agencies' staff utilizing the Record System. The successful Proposer must provide remote viewing, user log-ins and training for the Record System at no additional cost.

13. Destruction Services: Destruction services are required at the storage facilities or an offsite destruction facility. Boxes permanently removed from storage and destroyed must not appear on subsequent monthly invoices for storage. Requirements to be met include:

- Certified destruction to be performed by either shredding or incineration;
- Successful Proposer must ensure that confidentiality of all destroyed records is maintained throughout the destruction process;
- Successful Proposer must provide a certificate of destruction to the Agencies for all records destroyed, listing box number, if applicable, and total quantity destroyed;

- No records may be destroyed by the successful Proposer without prior written approval from the administrator or authorized user(s) of the Agencies' account; and
- Status of item must be changed to "destroyed" in inventory system, and date of destruction must be noted in the Record System.

14. Lost and Damaged Boxes: The successful Proposer will be required to address lost /misplaced boxes. Any box not located and delivered in an agreed-upon timeframe will be considered a lost box. The Proposer must include with its Solicitation response the policies and procedures to be followed should a box not be located and delivered on time. These policies and procedures must include, but shall not be limited to, notifications, location procedures, escalation procedures, timelines, status updates, and billing practices. In addition, boxes that are damaged by the successful Proposer must be re-boxed at the expense of the successful Proposer.
15. Reporting: The successful Proposer will be required to provide monthly, written reports to the Agencies of the current inventory, sorted by department/cost center, to include: (a) box number / barcode box description; (b) date sent to storage; (c) box size; and (d) account activity to include new boxes added to inventory, number of delivery requests processed and pickups processed during the preceding month, including processing time for requests and deliveries. The Agencies must have access to these reports without additional fees. Activity reports should include a summary of ordering activity by location, quantity, and order type. Retrieval activity reports should include history for checked out, permanently removed, and destroyed inventory. Financial reports should provide billing activity for a specified invoice period.
16. Customized Reports: The successful Proposer must have the ability to create customized reports on inventory to the Agencies, on an as-needed basis, or grant the Agencies the ability to run reports from an online inventory system, without any additional fees.
17. Accounts and Invoicing: The Agencies will be invoiced monthly and will be responsible only for its own charges. Each invoice must include detailed line-item charges for every transaction. Invoices will be submitted to the Agencies' Accounts Payable department.
18. Staffing: The successful Proposer will be required to perform background checks on each individual acting on the successful Proposer's behalf providing Record Services to the Agencies at Agency Location. Background checks may only be completed after a conditional offer of employment has been extended to an individual by the successful Proposer. The successful Proposer must follow the Fair Chance Act and New York Correction Law Article 23-A in determining its assignments of any individual to provide Record Services at the Agencies' Location. The successful Proposer will be required to remove or transfer from the team serving the Agencies, any of its employees, upon request by the Agencies, for any reason, provided that such request is in writing and does not violate any applicable federal, State or local employment laws. The Agencies will have no obligation to

disclose to the successful Proposer the reasons for any such request unless such disclosure is required by applicable federal, State or local employment laws. The successful Proposer will be required to appoint a dedicated account manager, with a minimum of 5 years' records management experience, to the Agencies, as a single point of contact in order to ensure a high level of responsiveness to the Agencies' needs. A backup contact will also be designated for the purpose of providing coverage during the primary contact's absence. The successful Proposer will be obligated to provide Record Services in accordance to the service standards identified in the awarded Contract.

19. Insurance and Disaster Recovery Plan: The successful Proposer will be responsible for protecting Agency records against damage or loss of the contents stored in any of its storage facilities. The successful Proposer must provide a written disaster and recovery plan for any catastrophic occurrences including, but not limited to, earthquake, flood, fire, etc. The successful Proposer will be responsible for recovery from any catastrophic occurrences including, but not limited to, fire, damage or theft, as well as any associated costs. The successful Proposer must carry the appropriate insurance, provide proof thereof and meet the insurance requirements of the Agencies.

## **E. Questions and Answers**

Any questions or requests for clarification regarding this Solicitation must be submitted via email to [contractunitinfo@hcr.ny.gov](mailto:contractunitinfo@hcr.ny.gov) no later than the date identified in the “*Calendar of Events and Milestone*” section of this Solicitation. The “Subject” line of the email should indicate “Off-Site Record Storage, Retrieval and Management Services”.

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 Agencies responses will be posted in a timely manner on [HCR's Procurement Opportunities" webpage](#).

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

## **F. Amendments and Addenda**

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

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

If the Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this Solicitation, the Proposer will immediately notify the Agencies of such error in writing and request clarification or modification of the document.

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

## **G. Selection and Notification Process**

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

## **H. Contract**

The contract(s) resulting from this Solicitation process will be for a five (5) year term, with five optional one-year renewals, subject to Board approval. The Agencies/Agency's, at their/its discretion, may exercise their/its option to modify any provision in the contract(s) 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 each Agency's Board of Directors to extend the term of the contract beyond a five-year period without undergoing a new Solicitation process.

Prior written approval must be received by the Agency/Agencies for the use of any subcontractor, including substitution and/or change in existing subcontractor(s). The subcontract(s) between the Contractor and its subcontractor(s) must receive written approval by the Agency/Agencies. The sections relating to the scope of work and compensation in the subcontracting agreement must be well-defined.

## **I. Proposal Submission Requirements**

Firms interested in responding to this Solicitation must submit one (1) electronic copy of their

proposal, via email, in searchable portable format (PDF) compatible with Adobe Reader XI. the Agency/Agencies will not accept discs, flash drives, or FTP references that require the Agency/Agencies to download information from the site of the firm or a third party. Proposals must be submitted by email to [Nyhomes.proposal@hcr.ny.gov](mailto:Nyhomes.proposal@hcr.ny.gov) no later than the date and time indicated in the Calendar of Events and Milestones section of this Solicitation, and include “Off-Site Record Storage, Retrieval and Management Services Proposal” as the subject line of the email.

Bidders assume all risks for timely, properly submitted proposals. Bidders are strongly encouraged to submit proposals to the Agency/Agencies prior to the proposal due date and time provided in the Calendar of Events and Milestones section of this Solicitation. Any proposal received after the established time will be considered a “Late Bid.” A Late Bid may be rejected and disqualified from award.

Notwithstanding the foregoing, a late Bid may be accepted at the Agency’s/Agencies’ sole discretion where: (i) no timely proposals meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely proposals are received to satisfy the multiple award, (iii) the Bidder has demonstrated to the satisfaction of the Agency/Agencies that the Late Bid was caused solely by factors outside the control of the Bidder, or (iv) the Agency/Agencies has/have determined that it is in the best interests of the Agency/Agencies to accept the Late Bid. In no event shall the Agency/Agencies be under any obligation to accept a Late Bid. The basis for any determination to accept a Late Bid shall be documented in the procurement record. All proposal submissions and accompanying documentation shall become the property of the Agency/Agencies and shall not be returned.

## **J. Evaluation and Selection Process**

The evaluation of proposals shall be based on the vendor that best meets the qualifications and experience indicated in the Scope of Services section of this Solicitation and reasonableness of costs.

## **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, upgrading, 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.

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.**

## **K. Contents of Proposal**

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

1. Provide a cover letter that includes:
  - a. Firm’s name, address, telephone number, state of organization of the Firm;
  - b. name, title, telephone number and email address of the individual within your organization who will be the Agencies primary contact concerning the proposal;
  - c. identification of the location(s) and telephone number(s) of your Firm’s main office, and if applicable, your Firm’s NYS office;
  - d. provide an affirmation that your Firm is licensed to do business in NYS;
  - e. a statement confirming that your Firm is a NYS certified MBE, WBE, MWBE or SDVOB and attach certification from (i) NYS’ Empire State Development as evidence if Proposer is an MBE, WBE or MWBE; and /or (ii) New York State Office of General Services as evidence if Proposer is a SDVOB; and
  - f. a written certification that the information contained in the proposal is true

and accurate and that the person signing the cover letter is authorized to submit the proposal on behalf of the Firm.

2. Provide a brief overview of your company and regulatory authorities supervising the company, if any. Include a summary of the structure and relevant management of your company. Briefly describe any significant changes to the management and/or structure of your company, including any mergers that occurred in the last three years or anticipated in the future.
3. Provide a brief overview of your organization's experience and background in providing Record Services, including Record System management services, training and support services.
4. List between three to five engagements within the last five years that your company has provided similar Record Services, excluding engagements for the Agencies. For each engagement, provide the following information:
  - a. The name and location of the client;
  - b. Type of entity (government, private, etc.);
  - c. Dates of engagement;
  - d. Description of the services provided under the engagement;
  - e. 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 Work for this Solicitation; and
  - f. 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.
5. Why should the Agencies select your company? What can your organization do for the Agencies that other organizations cannot?
6. Identify key staff who will be engaged in the relationship between your company and the Agencies and include location of key staff. For each staff member listed, provide the number of years of relevant experience, and attach a resume. Provide a flow chart describing how the work will be carried out among your staff.
7. The Proposer must provide the last two years of their Firm's most recent audited financial statements. Each financial statement must include a balance sheet. Describe the level of staffing and service that the Agencies will receive during the initial implementation of this engagement, including post-implementation support. Include requirements for

Agency staff required during the implementation phase (transferring of approximately 5,000 boxes).

8. Provide an organizational chart for your firm and subcontractors, if any.
9. Provide an analysis of the Agencies' storage requirements per applicable document in accordance with the Agencies' Archival Policies and Rules (see the Scope of Services section of this Solicitation).
10. Describe in detail how your company will meet or exceed the requirements indicated in the Scope of Services section of this Solicitation:
  - Provision of Adequate Storage Facilities;
  - Changes in Needs;
  - Location of Storage Facilities;
  - Pest Control;
  - Climate Control;
  - Transportation of Records;
  - Chain of Custody;
  - Record Delivery - and for matters relating to record delivery, include (i) a description of your company's fleet and indicate whether fleet is owned, leased or rented and (ii) status of drivers and indicate whether staff are employees of the company or subcontracted drivers;
  - Reporting;
  - Customized Reports;
  - Accounts and Invoicing; and
  - Staffing.
11. Provide a Transfer Plan detailing the transfer process from exiting Agency Location to Proposer's location(s). At a minimum, the Transfer Plan must address the tasks indicated in the Scope of Services section of this Solicitation titled "Current Record Inventory and Transfer Plan."
12. Describe in detail how your company will meet or exceed the requirements in the Scope of Services section of this Solicitation titled "Secure Storage and Facility Standards."

13. Describe in detail how your company will meet or exceed the requirements in the Scope of Services section of this Solicitation titled “Inventory/Tracking of Record.”
14. Describe in detail how your company will meet or exceed the requirements in the Scope of Services section of this Solicitation titled “Destruction Services.”
15. Describe in detail how your company will meet or exceed the requirements in the Scope of Services section of this Solicitation titled “Lost and Damaged Boxes” and include Proposer’s policies and procedures for lost and damaged boxes.
16. Describe in detail how your company will meet or exceed the requirements in the Scope of Services section of this Solicitation titled “Insurance and Disaster Recovery Plan.” The Disaster Recovery Plan should include Proposer facility’s security measures, including counter-intrusion systems, fire suppression, flood safety measures, backup generators, and relevant insurance policies.
17. Provide a complete cost proposal utilizing the template with instructions provided as Attachment I.
18. The Proposer must provide the last two years of their Firm’s most recent audited financial statements. Each financial statement must include a balance sheet.
19. Firms are subject to the requirements described in the [Agencies’ Standard Clauses and Requirements for Solicitations](#), hyperlinked herein as Exhibit A. Such requirements include, but are not limited to, submission of the following information and forms of the Agency, hyperlinked herein: (a) [Lobbying Procurement Law FORM 1](#); (b) [Lobbying Procurement Law FORM 2](#); (c) [Non-Collusive Bidding Certification Form](#); (d) [Vendor Information FORM](#); (e) [Vendor Responsibility Questionnaire for For-Profit Organizations or Vendor Responsibility Questionnaire for Not-For-Profit](#) (f) [EEO Staffing Plan, PROC-1](#); (g) [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#); (h) [Executive Order #16 – Prohibiting Contracting with Businesses Conducting Business in Russia](#); (i) [Company Demographic Profile, PROC-7](#); and (j) [EEOC Statement – PROC-8](#).
20. Provide a statement indicating that if selected for a contract, your Firm will submit original insurance certificates for the coverages and limits indicated in Section M below,

titled "Insurance Requirements." Failure to supply original certificates with coverages and limits will result in the Agencies' inability to execute a contract.

## **L. Insurance Requirements**

The Proposer/Bidder (hereinafter referred to as "Proposer" or "Bidder") shall be required to procure, at its sole cost and expense, all insurance required as follows:

The Bidder shall be required to provide proof of compliance with the requirements, as follows:

- Proof of Workers' Compensation and Disability Benefits Insurance should be provided in accordance with Section B below;
- Proof of all other insurance shall be provided in accordance with Section B below;
- After award, the Contractor shall be required to provide proof of all insurance after policy renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation/this Contract, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. The New York State Housing Finance Agency (HFA) and The State of New York Mortgage Agency (SONYMA) (HFA and SONYMA hereinafter referred to collectively as "Agencies") may, in its/their sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to the Agencies evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation/Contract in a form satisfactory to the Agencies. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned, or delayed, acceptance and/or approval by the Agencies does not and shall not be construed

to relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation and any Contract resulting from this Solicitation/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 any Contract resulting from this Solicitation/the Contract.

#### **A. General Conditions Applicable to Insurance.**

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted. be directly traced back to the insurer, agent or

The Agencies require Contractors to submit only certificates of insurance and additional insured endorsements. Contractors should refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, the Agencies shall not be obligated to review it and shall not be chargeable with knowledge of its contents. In addition, the submission of an entire insurance policy not requested by the Agencies does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation. The Agencies reserve the right to request other proof of insurance, including, but not limited to, policies, and Contractors agree to comply with all reasonable requests.

All policies of insurance required by this Solicitation and any Contract resulting from this Solicitation/Contract shall comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.
- 2. Policy Forms.** Except as otherwise specifically provided herein or agreed to in any Contract resulting from this Solicitation/Contract, all policies of insurance required by this Attachment shall be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, the Agencies reserve the right to accept claims-made policy forms, in its/their sole discretion, provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.
- 3. Certificates of Insurance/Notices.** Bidders and Contractors shall provide the Agencies with a Certificate or Certificates of Insurance, in a form satisfactory to the Agencies as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name the New York State Housing Finance Agency and State of New York Mortgage Agency, 641 Lexington Avenue, 5<sup>th</sup> floor, New York, New York, 10022 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to the Agencies and in accordance with the New York State Insurance Law (e.g., an ACORD 25);
  - Disclose any deductible, self-insured retention, aggregate limit, or exclusion to the policy that materially changes the coverage required by this Solicitation and any Contract resulting from this Solicitation/Contract;
  - Be signed by an authorized representative of the referenced insurance carriers; and
  - Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: *Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.*
4. **Primary Coverage.** All Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the Agencies, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees. Any other insurance maintained by the Agencies, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.
5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation/the Contract shall be considered a breach of the terms of any Contract resulting from this Solicitation/the Contract and shall allow the Agencies, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation/the Contract, at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from the Agencies. Such approval shall not be unreasonably withheld, conditioned, or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/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.
7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a Subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable, and shall be provided to the Agencies upon request. For Subcontractors that are self-insured, the Subcontractor shall be obligated to defend and indemnify the above-named additional insureds

with respect to the Commercial General Liability and Business Automobile Liability policies, in the same manner that the Subcontractor would have been required to pursuant to this section had the Subcontractor obtained such insurance policies

8. ***Waiver of Subrogation.*** For all Commercial General Liability, Business Automobile Liability, Umbrella/Excess Liability policies and the workers' compensation insurance required below, the Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Agencies and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against the Agencies and their officers, agents, and employees or (ii) any other form of permission for the release of the Agencies and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage also acceptable.
9. ***Additional Insured.*** The Contractor shall cause to be included in each of the Commercial General Liability, Business Automobile Liability, and Umbrella/Excess Liability policies required below coverage for on-going and completed operations (via ISO coverage forms CG 20 10 12 19 and CG 20 37 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage), naming as Additional Insureds: The Agencies and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to the Agencies. pursuant to the timelines set forth in Section 13 below. 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 insureds with respect to the Commercial General Liability and Business Automobile Liability policies, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.
10. ***Excess/Umbrella Liability Policies.*** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of Underlying Insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
11. ***Notice of Cancellation or Non-Renewal.*** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide the Agencies with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation/Contract.
12. ***Policy Renewal/Expiration.*** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this

Solicitation and any Contract resulting from this Solicitation/Contract shall be delivered to the Agencies. If, at any time during the term of any Contract resulting from this Solicitation/the Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation and any Contract resulting from this Solicitation/Contract, or proof thereof is not provided to the Agencies, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by the Agencies.

**13. *Deadlines for Providing Insurance Documents after Renewal or Upon Request.*** As set forth herein, certain insurance documents must be provided to the Agencies after policy renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to the Agencies as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days from request or renewal;
- For information on self-insurance or self-retention programs: 15 calendar days from request or renewal;
- For other requested documentation evidencing coverage: 15 calendar days from request or renewal;
- For additional insured and waiver of subrogation endorsements: 30 calendar days from request or renewal; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its Insurer and submit them to the Agencies, the Agencies shall extend the time periods set forth above for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

**B. Insurance Requirements (*required prior to contract execution*)**

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation/the Contract, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation/the Contract, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
<b>Commercial General Liability</b>	No less than \$1,000,000 each occurrence	Upon notification of tentative award and updated in accordance with the requirements of this Attachment.
General Aggregate	\$2,000,000	
Products-Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
<b>Data Breach/Cyber Insurance</b>	\$2,000,000	
<b>Crime</b>	\$50,000	
<b>Business Automobile Liability</b>	No less than \$1,000,000 each accident	
<b>Workers' Compensation</b>		At the time of intent to bid, bid submission and update in accordance with the requirements of this Attachment.
<b>Disability Benefits</b>		

1. **Commercial General Liability Insurance.** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) [and explosion, collapse & underground coverage].

Policy shall include bodily injury, property damage and broad form contractual liability within the following:

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

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 under any Contract resulting from this Solicitation/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.

2. **Data Breach/Cyber Insurance.** Contractors are required to maintain during the term of any Contract resulting from this Solicitation 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 or the Authorized Users’ systems due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or their data.

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 policy shall provide 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 or must agree to insure for one year following any Contract under award. This requirement applies to both primary and excess liability policies, as applicable.

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

3. **Crime Insurance:** If, during the term of any Contract resulting from this Solicitation, the

Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor is required to fulfill the Crime Insurance requirements herein and shall be required to provide proof of compliance with the requirements. If, during the term of any Contract resulting from this Solicitation, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy 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 any Contract resulting from this Solicitation must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents, and employees) of the Contractor as a result of any Contract resulting from this Solicitation.
- The policy shall include coverage for third-party fidelity and name “ The New York State Housing Finance Agency (HFA) and State of New York Mortgage Agency (SONYMA), any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their 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.
- The policy shall not contain a condition requiring an arrest and conviction.
- The policy shall include coverage for, but is not limited to, employee theft, forgery or alteration, inside the premises-theft of money and securities, inside the premises-robbery or safe burglary of other property, outside the premises computer crime/fraud, and money orders and counterfeit paper currency.

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

4. ***Business Automobile Liability Insurance.*** Such insurance shall cover liability arising out of automobiles used in connection with performance under any Contract resulting from this Solicitation/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 event that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation/the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation/the Contract on a form provided by the

Agencies. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under any Contract resulting from this Solicitation/the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to the Agencies in accordance with the insurance requirements of any Contract resulting from this Solicitation/the Contract.

## 5. *Workers' Compensation Insurance and Disability Benefits Requirement*

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 or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to the Agencies.** 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.**

The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the Agencies, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form 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, which is available on the Workers' Compensation Board's website ([https://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](https://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp))
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to the Agencies by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to the Agencies upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, 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:

- Form 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*, which is available on the Workers' Compensation Board's website ([https://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](https://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp))
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to the Agencies by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

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, <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf>.

## M. Procurement Lobbying Law

**IMPORTANT NOTICE:** Pursuant to State Finance Law §§ 139-j and 139-k (the "Procurement Lobbying Law"), a Restricted Period is currently in effect for this procurement process and will remain in effect until approval of the awarded Contract by the Agency/Agencies and the Agency's/Agencies' Board(s) or Board Governance Committee(s). Proposers are prohibited from impermissible Procurement Lobbying Law Contacts related to this procurement process with any employee of the New York State Housing Finance Agency ("HFA") and State of New York Mortgage Agency ("SONYMA"), or its Affiliates<sup>1</sup> other than the Designated Contact Officer listed below.

### Procurement Lobbying Law Designated Contact Officer:

Kathryn Mazzeo, Associate Counsel  
 New York State Homes and Community Renewal  
 Housing Trust Fund Corporation  
 38-40 Broadway, Hampton Plaza, 5th Floor, Albany, NY 12207  
 Email: [Kathryn.Mazzeo@hcr.ny.gov](mailto:Kathryn.Mazzeo@hcr.ny.gov)

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

If you have inquiries regarding this request for proposal or would like to contact HFA or SONYMA regarding issues not relating to Lobbying Procurement Law Contacts, please forward inquiries via electronic email to [contractunitinfo@hcr.ny.gov](mailto:contractunitinfo@hcr.ny.gov).

Further information regarding the Agencies' Lobbying Procurement Law policies are available in the Agencies' Standard Clauses and Requirements for Solicitations, hyperlinked herein as [Exhibit A](#).

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## **Attachment I**

(Attachment I, Cost Template to follow this page)

The cost template can be found at the following web address:

[https://hcr.ny.gov/system/files/documents/2026/04/off-site-record-storage-cost-proposal\\_0.pdf](https://hcr.ny.gov/system/files/documents/2026/04/off-site-record-storage-cost-proposal_0.pdf)

## **Attachment II**

Attachment II – Intent to Bid Form  
(Form to Follow This Page)

**Attachment II**

**Intent to Submit Proposal Form**

**New York State Housing Finance Agency and State of New York Mortgage Agency**

**Solicitation for 2026 Off-Site Record Storage, Retrieval and Management Services**

This is to notify you that it is our present intent to submit a proposal in response to the above-referenced Solicitation and to acknowledge that we have read the list of experience required to meet the minimum qualifications set forth in the Scope of Services section of the Solicitation.

The individual to whom all information regarding this Solicitation should be transmitted is:

Company Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, & Zip: \_\_\_\_\_

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

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: Fax Number: \_\_\_\_\_

**Email completed Intent to Submit Bid form to: [ContractUnitInfo@hcr.ny.gov](mailto:ContractUnitInfo@hcr.ny.gov)**

## **Exhibit A**

Agencies' Standard Clauses and Requirements for Solicitations, hyperlinked here at this address:  
[220926\\_exhibit-a\\_clauses\\_requirements\\_september-2022\\_2.pdf](#)