



**Homes and
Community Renewal**

Andrew M. Cuomo, Governor

RuthAnne Visnaukas, Commissioner/CEO

Request for Proposals for 2018 Housing Locator and Listing Service: NYHousingSearch.Gov Website and Customer Care Call Center

Request for Proposals Issuance Date:

November 29, 2018

Proposal Submission Deadline:

January 10, 2019, 12pm, EST

NUMBER: DHCR-RFP-181129

NEW YORK STATE DIVISION OF HOUSING AND COMMUNITY RENEWAL

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Request for Proposals for
2018 Housing Locator and Listing Service:
NYHousingSearch.Gov Website and Customer Care Call Center

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

**REQUEST FOR PROPOSALS
for
2018 Housing Locator and Listing Service:
NYHousingSearch.Gov Website and Customer Care Call Center**

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

Designated Contact: Stacey Mickle at Stacey.Mickle@nyshcr.org

If you have inquiries regarding this request for proposal or would like to contact the New York State Division of Housing and Community Renewal regarding issues not relating to Lobbying Law Contacts, please forward inquiries via electronic email to Nyhomes.proposal@nyshcr.org **AND:**

Lisa G. Pagnozzi at Lisa.Pagnozzi@nyshcr.org

1. Introduction

[New York State Homes and Community Renewal](#) (“**HCR**”) consists of all the major housing and community renewal agencies of the State of New York (“**State**” or “**NYS**”), including the New York State Division of Housing and Community Renewal (“**DHCR**” or “**Agency**”). HCR includes other agencies not involved in this request for proposals (“**RFP**”) process.

DHCR fosters the creation and preservation of high quality affordable housing and strategically revitalizes neighborhoods and communities throughout the State by integrating and leveraging the State’s housing resources. DHCR’s mission is far reaching, encompassing single and multifamily housing finance, home improvement, rent regulation, housing subsidies, and community development. DHCR’s four offices located in New York City, Albany, Buffalo and Syracuse, provide funding for developers, lenders, local governments, and not-for-profit service providers who are committed to empowering low and moderate-income families.

Visit HCR's website at www.nyshcr.org for more information about DHCR and its HCR affiliated agencies.

2. Purpose

DHCR is seeking proposals from qualified firms (“**Proposers**”) to design, provide, host, and operate NYHousingSearch.gov, a housing locator and listing service that is comprised of a website (“**Website**”) and a Customer Care Call Center (“**Call Center**”). The contract resulting from this RFP process will be for an initial five-year period with two optional two-year renewals (one for years six and seven and the other for years eight and nine) and one optional one-year renewal for year ten. **Please note that the Budget for this project may not exceed an annual cost of \$245,000, with aggregate expenditures that total (a) \$1,225,000 for years one to five, (b) \$1,715,000 for years one to five plus years six and seven, (c) \$2,205,000 for years one to seven plus years eight and nine, and (d) \$2,450,000 for years one to nine plus year ten.**

The Website and Call Center must be fully functional and operational by **May 29, 2020**.

This RFP outlines the terms and conditions, and all applicable information required for submission of a proposal. To prevent possible disqualification and to ensure compliance with the requirements of the RFP, Proposers should pay strict attention to the Proposal Submission Deadline indicated in the *Calendar of Events and Milestones* section of this RFP and follow the format and instructions contained in this document.

3. Background

NYHousingSearch.Gov was created by DHCR in 2009 to connect New Yorkers to affordable, accessible, high quality, and safe rental housing opportunities that meet the need of their families. The Website is a Statewide, online listing and locator service for rental properties, serving both property owners and prospective tenants. As of March 31, 2018, the Website and Call Center have grown to include nearly 150,000 rental units listed by more than 3,000 property owners. The Website is searched an average of 1,929 times a day. To supplement the information online, a Call Center provides inbound and outbound communication to rental property owners and other users, processing approximately 2,000 calls per month.

4. Assessment of Practices relating to Minority- and/or Women-owned Business Enterprises and Service Disabled Veteran Owned Business Enterprises

DHCR has determined, pursuant to New York State Executive Laws Article 15-a (“**Article 15-A**”) and Article 17-b (“**Article 17-B**”), respectively, that the assessment of participation by minority- and/or women-owned business enterprises (“**MWBEs**”) and service disabled veteran owned business enterprises (“**SDVOBs**”) of firms responding to this RFP is practical, feasible, and appropriate.

4.1 Minority and/or Women Owned Business Enterprise Participation (“Diversity”)

DHCR is committed to awarding contracts to firms that are dedicated to Diversity and provide high-quality services. DHCR strongly encourages firms that are certified by the State as MWBEs to submit responses to this RFP. All MWBE firms submitting proposals to this RFP should be registered as such with the State’s Empire State Development (“**ESD**”).

DHCR is required to implement the provisions of Article 15-A and 5 NYCRR Parts 142-144 (“**MWBE Regulations**”) for all contracts of DHCR, as defined therein, with a value in excess of \$25,000. DHCR strongly encourages joint ventures of MWBE firms with majority firms and MWBE firms with other MWBE firms. For assistance identifying MWBE partners, review the [list of certified State certified MWBEs](#), hyperlinked herein, and accessible at the following address: <https://ny.newnycontracts.com/>.

For purposes of this solicitation, DHCR hereby establishes an overall goal of 30% of total contract expenditures for MWBE participation, 15% for minority-owned business enterprises (“**MBEs**”) and 15% for women-owned business enterprises (“**WBEs**”).

4.2 Service-Disabled Veteran-Owned Business Enterprise Participation

DHCR is committed to awarding contracts to SDVOBs that provide high-quality services. DHCR strongly encourages firms that are certified as SDVOBs to submit responses to this RFP. All SDVOB firms submitting proposals to this RFP should be certified with the State’s Office of General Services (“**OGS**”).

DHCR is required to implement the provisions of Article 17-B for all DHCR contracts, as defined therein, with a value in excess of \$25,000. For assistance identifying SDVOB partners, review the [list of certified State SDVOBs](#), hyperlinked herein, and accessible at the following address: <http://www.ogs.ny.gov/Core/SDVOBA.asp>.

For purposes of this solicitation, DHCR hereby establishes a goal of 6% of total contract expenditures for SDVOB participation.

4.3 MWBE and SDVOB Partner/Subcontractor Interest

MWBEs and SDVOBs certified in the State may request that their firm's contact information be included on a list of MWBE and SDVOB firms interested in serving as a partner or subcontractor for this RFP. The listing will be publicly posted on DHCR's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its MWBE certification and/or SDVOB certification to Nyhomes.proposal@nyshcr.org. Nothing prohibits an MWBE or a SDVOB firm from proposing as a prime contractor.

5 Primary Contractor and Subcontractor(s) Team

DHCR seeks a total solution. A Proposer may partner with other entities to provide DHCR with the Scope of Work, described in the *Scope of Services* section of this RFP, and to meet the RFP's MWBE and SDVOB participation goals indicated in Section 4 of this RFP. The Proposer must be the lead vendor ("**Primary Contractor**") that will serve as the legal contracting entity with which DHCR will enter into a contract if its proposal is selected. If the proposal includes products or services from any other participating vendors, it is understood that those vendors will serve as subcontractors to the Primary Contractor. The Budget Proposal should include and assume all costs required to meet the Scope of Work and the requirements of the RFP.

For purposes of evaluating proposals and developing the intended agreement between DHCR and the Primary Contractor, all contributions to the project from both the Primary Contractor and subcontractor(s), including skills, attributes, and products, will be considered as a total solution put forth by the Proposer.

In the event that a "team approach" is proposed, all necessary communications will be directed to the Primary Contractor.

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6. Calendar of Events and Milestones

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

Event	Date
Issuance of RFP	November 29, 2018
Pre-Proposers' Conference, via WebEx	December 7, 2018 at 1pm, Eastern Standard Time ("EST") Via WebEx. WebEx information++
Deadline for RFP Questions	December 18, 2018, 12pm, EST
Deadline for Responses to RFP Questions	December 27, 2018
Deadline to Submit the <u>Non-Mandatory</u> Intent to Submit Proposal Form	December 27, 2018
Proposal Submission Deadline	January 10, 2019, 12pm, EST
Interview for Selected Proposers (if needed)	TBD
Anticipated Notification of Selection**	January 31, 2019
Anticipated Date for Execution of the Contract	February 21, 2019
Anticipated Date for OSC Approval of Contract(s)	May 15, 2019

++ US Toll Free: 1-844-633-8697 Local: 1-518-549-0500
Meeting Number: 643 406 241
Meeting Password: JHsvCb6h

To join this meeting from mobile devices,

1. Go to
<https://meetny.webex.com/meetny/j.php?MTID=m8b38f094c8f9483fd21e23282f4fece6>
2. If requested, enter your name and email address.
3. If a password is required, enter the meeting password: JHsvCb6h
4. Click "Join".
5. Follow the instructions that appear on your screen.

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

DHCR reserves the right to modify this schedule at its discretion.

Notification of changes in connection with this RFP will be made available to all interested parties via DHCR’s website at: <http://www.nyshcr.org/AboutUs/Procurement/HCR-Procurement.htm>. It is the responsibility of the Proposer to check the web site for notifications relating to this RFP.

7. Intent to Submit Proposal Form

Prospective Proposers meeting the experience and qualifications indicated in the *Scope of Services* section of the RFP are encouraged, but not required, to complete and submit the “*Intent to Submit Proposal*” form, attached hereto as **Attachment 1**. The *Intent to Submit Proposal* form must be emailed to Lisa Pagnozzi at Lisa.Pagnozzi@nyshcr.org on or before the Deadline to submit the *Intent to Submit Proposal* form as cited in the *Calendar of Events and Milestones* section of this RFP. Completion of this form is non-mandatory and failure to submit the *Intent to Submit Proposal* form will not preclude any Proposer from submitting a Proposal.

8. Proposer Inquiries/Revisions to this RFP

Questions or requests for clarification regarding this RFP should be submitted via email, citing the RFP page and relevant section, to Lisa.Pagnozzi@nyshcr.org, on or before the specified Deadline for RFP Questions indicated in the *Calendar of Events and Milestones* section of this RFP.

Questions will not be accepted orally and any question received after the deadline may not be answered. The comprehensive list of questions/requests for clarifications and the official Agency responses will be posted to DHCR’s website.

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by addendum and posted to DHCR’s website at <http://www.nyshcr.org/AboutUs/Procurement/HCR-Procurement.htm>. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

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

If a Proposer fails to notify DHCR of a known error or an error that reasonably should have been known, prior to the Proposal Submission Deadline, the Proposer shall assume the risk. If awarded

the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its late correction.

There are no designated dates for release of addenda. Interested Proposers should check DHCR's website frequently from the time of RFP issuance through the Proposal Submission Deadline. It is the sole responsibility of the Proposer to be knowledgeable of all addenda related to this procurement.

All RFP addenda will be issued on DHCR's website at the following address: <http://www.nyshcr.org/AboutUs/Procurement/HCR-Procurement.htm>.

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

The successful Proposer must demonstrate the ability, experience, and capacity to operate and provide DHCR with a fully functioning NYHousingSearch.gov Website and Call Center no later than May 28, 2020. This section includes the requirements and deliverables for the Scope of Work. DHCR seeks creative design concepts for enhancing functionality and attractiveness of the Website, while expanding its infrastructure to connect New Yorkers to other necessary housing services provided by local not-for-profit organizations and municipalities.

The Proposer must possess experience in, and knowledge of, the housing and real estate industry, including, but not be limited to:

- 1) affordable housing market;
- 2) housing rental subsidies;
- 3) leasing and rent up; and
- 4) wait lists and lottery processes.

The Proposer must be able to provide a fully functioning Customer Care Call Center. The Call Center must be dedicated to serving persons searching for and/or listing affordable housing. The Scope of Work for this RFP include, but are not limited to, the following key elements: (i) Website Design; (ii) Customer Care Call Center; (iii) Website Functionality Updates; (iv) Compliance Management and (v) Performance Reporting.

The Website must include the ability to adapt to any future housing lotteries or automated wait lists.

The Website must operate in accordance with Governor Andrew M. Cuomo's [Statewide Language Access Policy](#), hyperlinked herein.

Additionally, DHCR, the State's Office of Information Technology Services ("ITS"), and NY.gov (the official website for the State of New York) may require the successful Proposer to incorporate standard design elements into the Website that are specific to New York State standards. The Proposer must identify strategies for how it will comply with this policy.

9.1 State and Federal Standards & Requirements

By submission of a Proposal, the Proposer agrees that the Website, when completed, will meet the requirements of the standards indicated below:

- [Advertisements, Endorsements and Sponsorships on State Entity Websites NYS-P10-001](#)
- [NYS-P08-003 - Domain Names for State Government Agencies Standards](#)
- [NYS Web Browser Support Standards as outlined in NYS-S15-004](#)
- [NYS CIO Office for Technology \(CIO-OFT\) IT Policy No. NYS-P08-005 – Accessibility of Web-Based Information and Applications](#)
- [Section 508 of the federal Rehabilitation Act of 1973 \(29 U.S.C. 794d\)](#)
- [Web Content Accessibility Guidelines](#) developed by the World Wide Web Consortium (W3C)
- [NYS-S05-001 New York State Universal Web Navigation](#)
- [NYS-S14-007 Encryption Standards](#)
- [Guidelines for Internet Privacy Policies as outlined in NYS-G02-001](#)
- WebNY Philosophy & Methodology (See Appendix C).

9.2 WebNY and NY.Gov Digital Team Coordination Requirements

By submission of a Proposal, the Proposer agrees to:

- Coordinate with the DHCR/ITS Project Manager(s), the NY.Gov Digital Team and the ITS WebNY Team and be monitored by them to ensure compliance with NYS direction, policies, and project goals;
- Coordinate the methodology, toolset, and project plan with the DHCR/ITS Project Manager(s), the NY.Gov Digital Team and the ITS WebNY Team at the:
 - (i) beginning of the project – to ensure global/enterprise alignment;
 - (ii) completion of each major phase of the project;
 - (iii) beginning and end of each development sprint; and
 - (iv) completion of the project – to provide retrospective feedback.

DHCR makes every effort to assist non-English speaking constituents to the greatest extent possible. In order to further this goal, it is DHCR's policy to implement Google translate on all DHCR sponsored websites. In accordance with DHCR's policy, the website design must incorporate translation services.

The Website must comply with security standards as required by the New York State Enterprise Information Security Office. The successful Proposer will be required to complete and satisfactorily answer the [Consensus Assessments Initiative Questionnaire](#) ("CAIQ"). The CAIQ is produced and approved by the Cloud Security Alliance and is recognized as an industry leader for cloud security best practices.

The successful Proposer must provide DHCR with a contractual guarantee to keep the Website accessible and properly functioning in accordance with the service level terms outlined in the proposal that will serve as the basis of a Service Level Agreement ("SLA") between DHCR and the successful Proposer. The Website must be compatible with all currently supported versions of major internet browsers (e.g. Firefox, Safari, Internet Explorer, and Chrome), accessible, responsive, extensible, and optimized for mobile devices such as smart phones and tablets. The Website must also be compatible with standard design elements that are specific to State websites.

The Website will utilize standard addressing as per United State Postal Service ("USPS") and web standards: "Draft Standardization and Validation for USPS standard."

9.3 Business Objectives and Goals

The objective of this RFP is to procure Website and Call Center services to develop a dynamic and accessible website that contains engaging content and provides a positive and successful user experience, thereby increasing customer and industry use of DHCR's NYHousingSearch.gov website.

In addition to the purpose of this RFP described in Section 2 of this RFP, DHCR's overarching goals for the Website and launch are to:

- Improve the Website's appearance and usability, where possible;
- Reduce the number of pages, where appropriate;
- Decrease page load time and increase overall mobile responsiveness so that the site tests well on Google's Test My Mobile Site and/or other generally accepted mobile test sites;
- Ensure that the Website will be completely mobile responsive;
- Improve user experience and satisfaction;
- Apply New York State branding, site-wide;
- Improve navigation to speed access to pertinent information, transactions and services;

- Improve site search results and allow search engines to better find and index content, where possible;
- Allow for customer feedback on every page; and
- Allow for the integrated access to Google Analytics, or another generally accepted analytics method, to capture data and identify weaknesses and/or strengths in content, visitor navigation and usage, traffic acquisition, etc.

9.4 Website Design

In cooperation with DHCR and ITS, the successful Proposer (“**Contractor**”) must develop design templates for the NYHousingSearch.gov website that incorporates NYS and DHCR regulations. In addition, the Website Design must include the features indicated below.

9.4.1 Tenant Search Options

The tenant search options must include basic, advanced, accessible, and natural or other disaster short-term search options. Tenant search features should include accommodations to assist individuals with hearing and visual impairments.

- a. **Basic Search** - The Basic Search function must include, but should not be limited to, the following categories:
 - i. rent range;
 - ii. bedroom size; and
 - iii. location.
- b. **Advanced Search** - The Advanced Search function must include, but should not be limited to, the Basic Search features plus:
 - i. distance to local amenities, such as public transportation, shopping, hospitals, and school districts;
 - ii. school district;
 - iii. zip code;
 - iv. housing type (i.e. house, apartment, condo, townhouse, assisted living facility, senior housing, etc.);
 - v. whether the apartment is funded by DHCR;
 - vi. identify senior housing and specify housing for residents aged 55+ or 62+;
 - vii. security deposit amounts;
 - viii. sliding scale rent;
 - ix. acceptance of pets;
 - x. washer / dryer hookups;
 - xi. availability of on-site laundry facilities;
 - xii. air conditioning;

- xiii. stove and fridge availability;
 - xiv. need for a credit and / or criminal background check; and
 - xv. ability to exclude properties that are only currently processing waitlist applications.
- c. **Accessibility Search** - The Accessibility Search function must include search features that allow the landlords to provide as much specific information as possible to enable the apartment seeker to determine whether the vacant apartment is likely to be suitable for his/her needs without having to incur the costs in time or money of visiting the location for an on-site inspection. This information must include, but should not be limited to:
- i. descriptions of the means of access (no step, flat entry, ramps, steps or other) to the building at all exterior doorways (including front door, rear door, parking area, and emergency exits);
 - ii. descriptions of the means of access to the laundry room, mail room, recycling and trash receptacles, superintendent's or manager's office, and other common areas within the building;
 - iii. width of doorways into the building, elevators, and common areas;
 - iv. width of corridors from the building's entry ways, elevators and common areas to the vacant apartment;
 - v. width of all doorways and corridors within the vacant apartment;
 - vi. dimensions and square footage of all rooms within the vacant apartment;
 - vii. heights of countertops and wall-hanging cabinets in the kitchen and bathroom;
 - viii. bathroom configuration – height of toilet;
 - ix. roll-in shower and no bathtub;
 - x. roll-in shower and bathtub;
 - xi. dimensions of roll-in shower;
 - xii. location of faucets in roll-in shower;
 - xiii. location of grab bars;
 - xiv. dimensions and square footage of bathroom, excluding bathtub and roll-in shower area; and
 - xv. availability of accessible parking area at the building.
- d. **Natural or Other Disaster Short-Term Search** - During natural or other disasters, a section of the Website must be devoted to assist affected New Yorkers in search of short-term rental housing.
- e. All search options must include availability search options, such as:
- i. immediately available; and
 - ii. waiting list and the waitlist time period, if applicable.
- f. The Website must allow landlords and property managers an easy method to upload pictures of different views of the property and a detailed description of each listing.

- g. In order to provide persons with a disability or other special needs with the freedom of choice required by the Supreme Court's Olmstead decision, the Website must be able to support a secure search function for such persons to locate both vacancies in "most integrated settings" and also vacancies in less integrated settings with more supportive services.

9.4.2 Property Owner Registration and Listing

The Website must provide the ability for landlords to register new accounts for available properties, manage existing accounts, and to also register properties via the Website or the Call Center. In addition, with respect to property owner registration and listing:

- a. the Website must have the ability to maintain a "live" listing of regularly updated vacancies on the site;
- b. the Call Center staff must monitor the Website to ensure all "filled vacancies" identified by the staff are removed from the Website within ten (10) days;
- c. the Call Center staff must monitor the vacancies located within the five boroughs of the City of New York at weekly intervals;
- d. the Website must include the ability to upload a PDF rental application with marketing announcements on listed properties;
- e. the Website must include the ability for all DHCR properties to be viewed at request via a public search;
- f. the Website must include the ability for all leased units to remain in the database (but not accessible via search) to allow for quick re-activation if such units should become vacant at another time;
- g. the Website must include the capability for searchers to view properties with available units, those with a wait list, and properties that received New York State investment, whether or not there is a current vacancy via a public search; and
- h. During natural or other disasters, a section of the Website must be devoted to assist landlords and property owners in listing short-term rental housing.

9.4.3 Other Services

The Website must utilize Geographic Information Systems ("GIS") technology to provide an interactive map for both tenants and property owners to identify housing-related service providers in the surrounding area where they live.

- a. DHCR will provide updated information annually of the names, locations, and available services for local service providers.

- b. The Website must be able to accept basic information from users of the site currently living in New York State, and utilize that information to route the users to available housing services where they live.
- c. A page of the Website must allow New York State residents to enter an address and locate relevant nearby local service providers that are contracted by DHCR and other State agencies.
- d. Throughout the term of the contract resulting from this RFP process, DHCR will provide the successful Proposer with up-to-date information about the different types of New York State local service providers, their locations, and contact information.

During natural or other disasters, DHCR may utilize the Website to provide information on recovery assistance and emergency services. DHCR may utilize the Website to inform its users of new programs or relevant information.

9.5 Customer Care Call Center

The Website must include a toll-free 1-800 number and email inquiry address for users to obtain more personalized assistance. The Call Center must be dedicated to housing assistance and not be a shared service of any sort. The Call Center must be able to handle an average of 1,500 to 3,000 incoming calls per month. Staff must be available to answer calls and emails for a minimum of 11 hours per day, from 9 a.m. to 8 p.m., Eastern Standard Time. The Call Center must be able to accept and respond to calls and emails as per the [Governor's Statewide Language Access Policy](#), hyperlinked herein. Email inquiries must receive an automatic reply acknowledging receipt of the email and substantive follow up response must take place within one business day.

In an effort to reduce the number of displaced and at-risk homeless persons caused by a natural or other disaster, special measures must be taken in preparation of, during, and/or immediately after a disastrous event. During this period, Call Center staff must make targeted efforts to increase the number of listings of short-term rental housing units that are in close proximity to areas impacted by the disaster.

The Call Center services must include the functionalities listed below.

9.5.1 Inbound Calls and Emails must be able to:

- a. Assist landlords in registering in the system and adding new properties, removing properties, etc.;
- b. Assist prospective tenants in fully utilizing the Website search features;
- c. Educate landlords and tenants on how to use NYHousingSearch.gov;
- d. Ensure content remains accurate and update the status of existing listings;
- e. Connect callers to Section 8 and to local housing services;

- f. Answer basic caller questions regarding the housing unit types advertised on the Website and programs including, but not limited to, Section 8 program, Veteran's Affairs Supported Housing Vouchers program, and other rental subsidy programs; and
- g. Receive and appropriately forward complaints of housing discrimination, misleading listings, and poor housing conditions.

9.5.2 Outbound Calls and Emails must be able to:

- a. Remind landlords of expiring leases and promote re-listing of vacant units;
- b. Work with landlords to ensure units listed as accessible to persons with a disability or other special needs include detailed accessibility information listed in the subsection titled *Accessibility Search* in this Section 9;
- c. Provide follow-up to potential tenants on new listings;
- d. Send periodic reminders of services to landlords to list new properties;
- e. Obtain additional information regarding complaints; and
- f. Conduct regular customer service surveys to help improve service offering.

9.6 General Project Requirements/Deliverables

9.6.1 Analysis and Research

The Contractor must:

- a. Conduct customer research through industry standard quantitative and qualitative methods;
- b. Interview project stakeholders to gain an understanding of business and customer needs;
- c. Conduct research into design patterns and industry best practice sites with similar interactions to serve as reference during the design phase;
- d. Conduct a content audit that will be presented to the DHCR Project Manager and will be used to assist in the design of the site's new Information Architecture and content plan;
- e. Create journey/experience maps/storyboards/wireframes, as necessary; and
- f. Present and submit a well-formatted, discovery report presentation containing an overview and project recommendations that are grounded in the Analysis and Research phase, when this phase is completed, to the DHCR Project Manager, the ITS WebNY Team, and the NY.Gov Digital Team.

9.6.2 Architecture, Design & Branding

The Contractor must include the items indicated below.

9.6.2.1 Information Architecture ("IA")

The Contractor must develop, in conjunction with the DHCR Project Manager, an intuitive, all-inclusive, easy-to-use, and editable IA that will serve as the foundation for the new Website.

Contractor must provide the following items:

- a. Redesigned IA, as needed;
- b. Site map;
- c. Navigational schema that provides an improved (as is possible) navigational structure; and
- d. Wireframes, prototypes and/or other mock-ups required to plan and track the process, and obtain DHCR's approval for the design of the home page, major landing pages and any other pages deemed necessary for this project.

9.6.2.2 Design and Branding

The Contractor must provide a look and feel for DHCR's website and pages that combines style and function appropriate to meet DHCR objectives specified herein and users' needs, including a visual design that:

- a. Provides an updated, clean, and professional look and feel as determined by DHCR, which entices customers to use the Website and the information, transactions, and services provided therein;
- b. Follows NYS Branding and Style Guidelines for fonts, palettes, photos, and graphics to bolster both functionality and aesthetic considerations;
- c. Incorporates the NYS DigitalNY global header and footer; and
- d. Incorporates appropriate social media icons and feeds, as determined by DHCR, such as Facebook, Twitter, and YouTube (with icons and associated links that can be added, edited and deleted as needed);

Following research and analysis, the Contractor will:

- a. Design visual mockups in a modular/template/extensible manner so that visual templates and sections can be applied to cover all wireframe (or non-wireframed) instances;
- b. Design visual mock-ups for, at minimum, homepage and three (3) down-level pages for three (3) top audience groups; and
- c. Batch visual designs for reviewers.

All templates that are designed by the Contractor must be approved by the DHCR Project Manager, and the NY.Gov Digital Team.

9.6.2.3 Customer Support

Contractor must streamline and improve the various methods currently used to provide customer support including search and FAQs.

The Contractor must provide:

- a. A customer support strategy that may or may not include the current tools; and
- b. Integration of customer support tools as approved for implementation by NYS Department of Labor (“**NYSDOL**”).

9.6.3 Development

The Contractor will:

- a. Complete regular sprint planning with DHCR and the WebNY team;
- b. Complete solution planning with DHCR and WebNY to ensure new development meets WebNY requirements;
- c. Provide a demo of functionality and complete WebNY user acceptance testing at the end of each development sprint; and
- d. Revisit discovery and design as necessary to solve challenges encountered during development.

9.6.3.1 Responsive Design and Mobile Compatibility

The Contractor must develop the Website to permit the delivery of priority content to all standard mobile displays and devices including, but not limited to, tablets and smart phones.

The Contractor must provide:

- a. Recommendations on strategy for developing and delivering priority content to tablets and smart phones; and
- b. Highly performing mobile interface(s) with low page load times that tests well on Google’s Test My Mobile Site and/or other generally accepted mobile test sites.

9.6.3.2 Browser Compatibility

The Contractor must format the site to meet any and all current browser and software operating system requirements on the most common hardware platforms.

Additionally, the Contractor must ensure that foreign alphabet symbols and characters appear properly on any and all current browsers when viewed on the Website.

9.6.3.3 Analytics Platform

The Contractor must work with DHCR to implement a web analytics platform that has access to and provides data back to DHCR reflecting the activities occurring on the newly established site and permits DHCR to continually measure key performance indicators for the purpose of continually improving the site and overall user experience. The new site pages, coding, data, and metadata need to be optimized during development to provide data once the site is launched.

The Contractor must provide:

- a. Optimization of web metrics tools (as available) and implementation of other tools as agreed to by DHCR;
- b. Reports that will be used to inform the ITS WebNY Team, DHCR executives, managers and staff about Website performance on an ongoing basis.

9.6.4 Content Migration Plan

The Proposer must:

- a. Develop and provide a Content Migration Plan. Plan must describe, in detail, how existing site data content (including, but not limited to, page copy, page shortcuts, documents, and media files) will be audited, inventoried, and migrated to the new Website;
- b. Provide a Content Migration Spreadsheet or other type of file or media for use in mapping and transitioning content to the appropriate areas of the new Website;
- c. Develop any migration scripts needed to execute the Content Migration Plan and include a plan for any content that cannot be migrated with scripts that may need to be manually migrated by the Contractor; and
- d. Provide an implementation plan to place into the site any images, video files or any other types of files that were created during the design phase that includes, but is not limited to, specifying how new materials/files will be made available to DHCR for review in their proposed locations as development progresses.

9.6.5 Testing and Quality Assurance

The Contractor must conduct extensive testing prior to deployment of the new Website to ensure that the Website is completely operational with no defects.

The Contractor must conduct usability studies throughout the project to ensure that the new Website meets the needs of DHCR and its customers to DHCR's satisfaction and for accessibility and vulnerability testing.

The Contractor must provide the plans listed below.

- a. Quality Assurance Test Plan that includes test scripts.
 - i. Creation of the test plan should begin with development. It should describe the testing cycles and the duration of each cycle. The cycles should conform to best practice but ideally would be performed throughout development as requirements are fulfilled and repeated at the end of development.
 - ii. All requirements and deliverables described herein should be represented by one or more test cases within the test plan.

- iii. Each test case should have clear pass or fail conditions to determine if each requirement is present and functioning correctly.
- iv. The initial test plan and all subsequent versions must be reviewed and approved by DHCR.
- v. Results of quality assurance testing that include defect logs.

b. Usability Test Plan.

- i. Results of usability studies, ranked by severity and degree of importance.
- ii. An Action Plan for addressing any usability issues.
- iii. Resolution of usability issues as prioritized with DHCR.

The Contractor will provide a new test website, that is free of all “bugs” for user acceptance testing by DHCR using a web server that is the same in all respects to the production web server or a sub-domain on the production web server.

The Contractor must provide Functionality and Design acceptance testing steps to the WebNY Quality Assurance Team and the DHCR Project Manager. The WebNY Quality Assurance Team will test and accept each code sprint. It will also be testing and ensuring that each code sprint is compliant for:

- Web Content Accessibility Guidelines (“WCAG”) 2.0, AA standards;
- Cross browser and mobile device testing; and
- Functionality and styling.

All issues must be resolved by the Contractor and accepted by DHCR and WebNY.

9.6.6 Deployment

The Contractor must provide a well-defined Deployment Plan that must be approved by DHCR. The Contractor must then fully deploy the new site in accordance with the approved Deployment Plan.

9.6.7 Delivery of Product and Documentation

Contractor must supply complete copies of the documentation related to the creation or configuration the Contractor used during development of this project.

Copies of all materials related to the subsections in this Section 9 titled (i) *Analysis and Research*, (ii) *Architecture, Design & Branding*, (iii) *Content Migration Plan*; and (iv) *Testing and Quality Assurance* must be compiled and delivered to DHCR and ITS at the time of final acceptance of the final Website.

9.6.8 Support and Maintenance

The Contractor must provide support and maintenance for the Website during the term of the Contract and such support and maintenance must include:

- a. Immediate resolution of any production defects, project omissions, and website failures;
- b. Ongoing phone and email support, as described in the subsection titled Customer Care Call Center in this Section 9, and direct support for DHCR staff and the ITS WebNY Team as needed; and
- c. Support and maintenance for the Website including:
 - i. Advice on site metrics software configuration.

9.6.9 Ongoing Support and Maintenance

The support and maintenance period may be extended after expiration of the initial five year Contract term. During the renewal term(s), the same level of support and maintenance are expected as indicated in the subsection titled *Support and Maintenance* of this Section 9.

9.6.10 DHCR Responsibilities

- Provide a DHCR Project Manager, and ensure ITS is available to serve as liaison with the Contractor during the course of the project;
- Provide the Contractor with information about the current Website and other related information requested by Contractor;
- Review initial designs, and provide written notice to the Contractor upon DHCR approval of the final design (the Website's final design as provided by Contractor is subject to approval by DHCR and WebNY);
- Serve as the final decision maker and provide written notice to the Contractor, upon DHCR approval of all final products (final products provided by Contractor are subject to approval by NYSDOL and WebNY approval); and
- Upon consultation with Contractor, dedicate DHCR staff to the project, as deemed appropriate by, and in the sole discretion of, DHCR.

9.7 Website Functionality Updates

The successful Proposer will be required to continually update the Website functionality according to industry and market driven needs and at the request of DHCR. Examples of these updates include, but are not limited to:

- a. Allow regionalized reporting and marketing of listed properties;
- b. Allow searchers to save requests and receive email responses when matches to their request become available;
- c. Allow searchers to identify one or more regions or zip codes within a search field; and
- d. Create a featured property function on the homepage to highlight properties as requested by DHCR;

9.8 Compliance Management

The successful Proposer will design a system to monitor the compliance of properties required to list on the Website and generate reports to DHCR on such compliance in a manner to be agreed upon with DHCR. The successful Proposer will also work with DHCR to create and send emails and other correspondence to property owners determined to be non-compliant as determined by DHCR.

9.9 Performance Reporting

Performance reporting must include the items indicated below.

9.9.1 Ongoing Monthly Reporting

The successful Proposer will be required to provide ongoing data on the use of the Website, strategies to improve the Website and increase the number of users, and the overall effectiveness of the site and service. Specifically, the successful Proposer will be required to report the following performance indicators, at a minimum, to DHCR on a monthly basis:

- a. The number of listings rented as a result of being listed on the website;
- b. The number of properties and units listed on the Website;
- c. The number of property owners served;
- d. A geographic distribution of the listings by county;
- e. A breakdown of the properties listed by unit size and type, special needs /supportive units, affordability, and other criteria, as requested;
- f. The number of visits to the Website each day and the average number of visits per day;
- g. The number of searches using the Website each day;
- h. The number of calls and emails processed in the Call Center, excluding spam calls or emails, broken down by call / email type (tenant question, landlord post, marketing, etc.);
- i. The number of households referred to local service providers;
- j. The number of households referred for disaster / emergency assistance;
- k. The number of tenants each month who rent a property as a result of utilizing the service¹; and
- l. Other routine data requests as necessary.

9.9.2 State Accessibility and Olmstead Goals

Consistent with the locator's importance for advancing the State's accessibility and Olmstead goals, the following performance indicators must also be reported to DHCR:

- a. The number of accessible units listed, available, requested, and rented each month;
- b. The number of other special needs units listed, available, requested, and rented each month;

¹ The Proposer must present a methodology for this performance measure in their proposal.

- c. The number of searches for supportive units on housing locator websites that are linked to NYHousingSearch.gov and are sponsored, managed, funded, or otherwise supported by other New York State agencies or initiatives (including the Medicaid Redesign Team); and
- d. The number of supportive units rented each month as a result of such “linked” searches.

9.10 Internet Service

The successful Proposer must certify, in accordance with the requirements of Executive Order Number 175, that it will adhere to net neutrality principles in the provision of internet services, regardless of delivery method, to all end users in New York State. As used herein, “net neutrality” means that Contractor will not block, throttle, or prioritize internet content or applications or require that end users pay different or higher rates to access specific types of content or application.

9.10.1 Copyrights and Trademarks

- A. Use of photo/graphics programs, and web site development, Database and programs utilized by the successful Proposer in creating the Website under the contract resulting from this RFP process, but not owned by the successful Proposer, is limited to the successful Proposer’s use only; the products themselves remain the property of their respective owners. DHCR acknowledges that the successful Proposer owns or holds a license to use various preexisting development tools, routines, subroutines, techniques and other programs and materials that the successful Proposer may include in the Website developed under the contract resulting from this RFP process. The successful Proposer (a) shall retain all right, title and interest, including all copyright, patent rights and trade secret rights in the source code, and (b) hereby grants to DHCR, to the extent it is legally able to do so, a nonexclusive, perpetual, worldwide license to use the source code in the Website developed for and delivered to DHCR under the contract resulting from this RFP process. Such license is transferable as part of any sale, assignment, or other transfer of the entire Website being delivered by the Proposer pursuant the contract resulting from this RFP process. DHCR shall not grant to any other person any licenses to use any source code unique to this Website without the successful Proposer’s written consent.
- B. The successful Proposer represents and warrants to DHCR that (i) the successful Proposer has full right and every lawful power and authority, without the consent of any other party, to create the Website and to transfer title to the same to DHCR and to grant the licenses in the source code as contemplated by this section, and (ii) except to the extent of any matter for which DHCR is providing to the successful Proposer a representation, Website does not and shall not infringe the rights of any other party, except for such rights as are covered by licenses granted to DHCR pursuant to this Section.

- C. The Proposer shall indemnify, defend, and hold DHCR free and harmless from and against all claims, costs, damages, and expenses arising from or relating to any breach of the foregoing representation or warranty.

9.10.2 Data Ownership

All Website data is owned by DHCR. Website data shall include all data that is owned, licensed, leased or developed by or on behalf of company, whether provided to the successful Proposer by company or provided by a third party to the successful Proposer in connection with successful Proposer's provision of services to DHCR, including any such data that is loaded into, or located in, any data files, tables, objects or other storage medium developed or maintained by or on behalf of the successful Proposer, including related data that results from hygiene, cleaning, and database build services performed by or on behalf of the successful Proposer. All derivative works of, based on, derived from, or otherwise using any customer data, are themselves considered to be data owned by DHCR. This subsection covers, but is not limited to, all output, copies, reproductions, improvements, modifications, adaptations, and translations. DHCR shall also own usage data reflecting any access to or use of the Website by or on behalf of the customer or its authorized users.

9.10.3 Data Migration and Transition

Where the contract resulting from this RFP process ("**Contract**") involves the creation of any new or derived data by a service provider or other licensee, the licensor should consider whether to include:

- Periodic delivery of the new or derived data;
- On the data licensor's request or the termination or expiration of the agreement, the data licensee's obligation to:
 - deliver all or the most recent backup of the data and prescribing the method of doing so;
 - return the licensor's data in both the licensee's data format and a platform-agnostic format and destroy all remaining licensor information on its servers; and
 - provide, for a stated fee, temporary storage of the data and transition or migration assistance, including allocation of costs.

Similarly, where a party is transferring or migrating data to a new service provider for processing, the service agreement should account for any required conversion services. For example, a service provider may need to convert customer data that is being migrated from the customer's legacy or other service provider's systems.

9.10.4 Project Management

The Proposer must provide the Project Management deliverables indicated below.

9.10.4.1 Project Management Methodology – the successful Proposer must supply a summary of its Project Management Methodology to DHCR for review and approval prior to execution of the Contract. The summary must include, at a minimum, a sample copy of project management deliverables as well as those items that specifically address the business requirements. The successful Proposer must meet the Project Management guidelines as found in the [NYS Project Management Guidebook](#). Any vendor-specific project management methodology must be consistent with the Project Management Body of Knowledge (“PMBOK®”).

9.10.4.2 Project Management Plan – The successful Proposer must provide a Project Management Plan for the project, either before execution of the Contract or as the first deliverable before any work is begun. The Project Management Plan and all associated documents shall become a part of the Contract. This plan shall address, at a minimum, elements listed below.

- i. **Scope of Work** – describe in detail what is in-scope and what is out-of-scope for the project.
- ii. **Project Goals and Objectives** – document the specific goals and objectives that the project is meant to accomplish.
- iii. **Project Performance Measures** – document the performance measures related to ongoing project progress. Describe how those measures will be monitored and reported on throughout the project lifecycle. At a minimum, these measures shall relate to scope, schedule and budget performance areas. Additionally, document any project performance measures that will be used to determine if the stated project objectives have been met by the close of the project. These measures should be specific, measurable and attainable within the project scope, time and budget.
- iv. **List of Project Deliverables** – document a complete list of project deliverables, the specific deliverable acceptance criteria and review process. Deliverables must include both project management and product-specific deliverables. All deliverables must have acceptance criteria established and a time for testing or acceptance.
- v. **Communications** – document the frequency, type and audience for ongoing project communications. This area must include project status reporting, identify stakeholders, receive communication, frequency of meetings, and all other types of project communications.

- vi. **Change Management** – document how change requests shall be initiated, documented, assessed, executed and tracked. This area shall also include what changes must be processed through the contractual change order process.
- vii. **Project Schedule Management** – document how the project schedule will be managed and maintained. Project schedules shall be baselined at project start and then continually managed throughout project. If a change event results in approved changes to the schedule, the schedule must be re-baselined accordingly.
- viii. **Budget Management** – document how budgetary changes shall be addressed and how the project budget shall be monitored and managed throughout the project. Any changes to the original budget baseline shall be managed through the documented change management process.
- ix. **Quality Management** – document how project quality will be managed, deliverables are produced and what elements define quality in the project deliverables as well as project execution quality. Detail what specific quality processes shall be used to monitor and confirm the quality of project deliverables.
- x. **Risk and Issues Management** – document an initial risk management plan and describe how this plan will be monitored, maintained and acted upon throughout the project. All projects shall document, manage and report on issues and any risk events that are realized.
- xi. **Human Resource (“HR”) Management** – identify required project resource skills and identify when they will be needed during the project. Projects shall clearly identify the roles and responsibilities of both the successful Proposer’s staff and DHCR during the project lifecycle. The successful Proposer must provide a qualified project manager to all project-based contracts. Specific experience and required roles for all project team members must be negotiated prior to the execution of the Contract and specifically included in the Contract. The HR management plan must also address the process whereby team members will be replaced if needed.
- xii. **Organizational Chart** – a project organizational chart must be included in the Project Management Plan. The chart must identify the named individual, the role they are filling and the time frame or project phases during which each individual/role will be required.

Deviation from Use

Any deviation from use of this standard shall be approved by DHCR’s contract manager and documented in the associated DHCR Contract or direct order.

10. Required Performance Standards

The successful Proposer will negotiate a Service Level Agreement with DHCR as part of their contract. It is anticipated that the performance standards listed below will be incorporated into that contract. However, DHCR reserves the right to add, delete, amend or adjust specific performance standards at the time of contract negotiation and execution. If the Proposer proposes to deviate from any of the standards listed below, the revised standard and an explanation must be provided in the “Approach and Methodology” section of the Tab 2, Technical Proposal.

10.1 Technological Capacity

The successful Proposer must comply with all State Security policies, and may also be required to adhere to standards from the National Institute of Security Standards and/or other generally accepted standards and practices at DHCR’s sole discretion. These standards may include but are not limited to:

- a. All code, code development, contractors and employees, including sub-contractors of the successful Proposer must physically reside within the continental United States;
- b. All State data must reside within the continental United States;
- c. The successful Proposer will comply with State standards with special emphasis on Identity Assurance, Encryption and Information Security Controls, all of which are publicly available on ITS’ website at <http://www.its.ny.gov/tables/technologypolicyindex.htm/security>;
- d. Provide automated monitoring of performance, resource utilization, and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating systems, applications, etc.;
- e. Provide restoration of an individual file or folder, upon request, as outlined in the SLA;
- f. Provide a backup procedure and process that supports the following objectives:
 - i. Recovery Point Objective (“**RPO**”) – The successful Proposer shall be able to recover files for any specific day within a rolling six-month period;
 - ii. Recovery Time Objective (“**RTO**”) – The successful Proposer shall recover files within 24 hours of request;

- iii. Data Backup Location – Data backups shall be maintained or replicated at a site geographically disparate from the production site, but located in the continental United States, such that the loss of one data center does not prohibit recovery of data within the prescribed RTO;
- g. Specific Snapshot Objective – At DHCR’s request, the successful Proposer shall create a full snapshot for the platform, content and related data, to be retrieved at DHCR’s request within 24 hours up to a period to be determined by DHCR;
- h. All data will be encrypted, according to FIPS 140-2 specification, in flight, in process and at rest;
- i. All backups will be encrypted;
- j. Upon request and at no additional fee, the successful Proposer shall provide to DHCR all data, scripts, software, virtual machine images, and migration assistance to a DHCR data center or other third-party data center. Such requests will include:
 - i. The provision of a list of controls in place to prevent data leakage or intentional/accidental compromise among tenants in a multi-tenant environment;
 - ii. The provision of documentation on how DHCR data will be isolated from other cloud customers;
 - iii. The provision of documentation of physical security controls in place for datacenter or any facility where tenant data is stored;
 - iv. Audit and access control records stored electronically for a minimum of ninety (90) days and made available to DHCR on an as needed basis;
 - v. Notification to DHCR in advance of pending changes to the system/infrastructure/environment and, as soon as possible, for all emergency changes. Additionally, reports should be able to identify who made changes to the system;
- k. Encryption algorithm minimum standard of AES-128 and deny all lower levels, must be FIPS 140-2 compliant;
- l. Use of trusted 3rd party certificates;

- m. At a minimum, automated weekly full backups of servers and data that support DHCR data;
- n. Limit ports to the needs established during the architecture of the site instance, close all other ports;
- o. Maintenance of physical and logically separate environments for development, Q/A – test and production;
- p. Support for all systems which must reside within the continental United States (worldwide follow the sun support is not acceptable);
- q. Maintenance of a code revision library for the full term of the Contract and use of industry accepted automated migration strategies for code migration between systems;
- r. Establishment of a process for revoking system access by disabling accounts immediately upon termination of an employee or contractor (disabling instead of deleting accounts allows preservation of audit trails); and
- s. Independent reviews and assessments to be performed at least annually, at the successful Proposer's expense, to ensure the successful Proposer is compliant with policies, procedures, standards and applicable regulatory requirements (i.e., internal/external audits, certifications, vulnerability and penetration testing). Such review findings will be shared with the DHCR.

10.2 Business Capacity

The successful Proposer must maintain sufficient staffing levels and facilities to operate the Website and Call Center, provide one-on-one assistance to property owners and tenants, and promptly and properly respond to up to an average of between 1,500 and 3,000 incoming calls per month.

10.3 Financial Capacity

The successful Proposer must demonstrate ongoing financial stability and sufficient access to capital and resources to sustain service for the next five years, and subsequent renewals. This may include providing yearly audited financial statements.

10.4 MWBE and SDVOB Participation

The successful Proposer must demonstrate evidence of good faith efforts to meet DHCR's MWBE and SDVOB participation goals indicated in this RFP.

11. Contents of Proposals

A complete proposal for this RFP is comprised of five (5) separate tabs: (i) Tab One: Application Cover Sheet, Cover Letter and Proposal Certification; (ii) Tab Two: Technical Proposal; (iii) Tab Three: Cost Proposal; (iv) Tab Four: Diversity and SDVOB Proposal; and (v) Tab Five: Administrative Proposal.

The Proposal must be complete and prepared in the format consistent with the instructions provided in this RFP. In all instances, DHCR's determination regarding a proposal will be final. Proposals not organized in the manner prescribed in this RFP may be considered non-responsive at DHCR's sole discretion. Proposers should not refer to other parts of the proposal, to information that may be publicly available elsewhere, or to the Proposer's or other websites in lieu of answering a specific question.

The Proposer must submit a proposal that clearly provides all the information required in this RFP. Emphasis should be made on conformance to the RFP instructions, responsiveness to the RFP requirements, and clarity of content. The Proposer is advised to thoroughly read and follow all instructions contained in this RFP. Proposals that do not comply with these instructions, or do not meet the full intent of all the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed non-responsive.

DHCR does not require, nor desire, any promotional material that does not specifically address the response requirements in this RFP. Proposals must demonstrate that the Proposer meets or exceeds the requirements specified in the Scope of Work section of this RFP and is qualified to perform the Scope of Work based upon prior relevant professional experience. A DHCR review committee will conduct a comprehensive review of each proposal. Each Proposer is required to submit the information and documentation listed below in the order in which it is requested. A proposal that does not include all required information and completed forms may be subject to rejection.

The completed proposal will include Tabs One through Five, as described in the Proposal Submission Requirements section of this RFP. Each Tab must be bookmarked as "Tab 1," "Tab 2," "Tab 3," "Tab 4," and "Tab 5" and must be presented in the exact order requested in this RFP.

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

11.1 TAB 1: Proposal Coversheet, Cover Letter & Proposal Certification

The Proposer shall submit, as part of its Proposal Submission, the Proposal Coversheet, Cover Letter and Proposal Submission Certification, as outlined in Attachment 2 of this RFP.

11.1.1 Proposal Coversheet

The Proposer shall complete and submit a Proposal Coversheet which contains identifying information for the firm. The Coversheet must be submitted utilizing the template provided in Attachment 2, *Proposal Coversheet*.

11.1.2 Cover Letter

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

- a.** A summary of the Proposer's organizational history and legal structure (e.g. individual practitioner, partnership, LLC, corporation, non-profit organization, MWBE, etc.);
- b.** A summary of the Proposer's qualifications;
- c.** The Proposer's name, address, telephone number, fax number, email address and website address, if applicable;
- d.** The name, title, telephone number, fax number and email address of the individual within the Proposer's organization who will be DHCR's primary contact concerning the proposal;
- e.** The names of the primary staff personnel who will provide services to DHCR;
- f.** The contact name, telephone number, fax number and email address for the firm(s), if any, with which the Proposer intends to partner in undertaking the Scope of Work;
- g.** A statement relating to the ability of the Proposer to meet the MWBE and SDVOB participation goal requirements set forth in this RFP;
- h.** A statement confirming that the Proposer's Cost Proposal remains within the budget indicated in the Cost Proposal, Tab 4, section of this RFP;
- i.** A statement confirming the Proposer's ability to provide DHCR with a fully functional and operational Website and Call Center by May 29, 2020; and

- j. 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 Proposer.

11.1.3 Proposal Certification

The Proposer shall complete and submit with their Proposal Submission an original signed certification (“**Proposal Certification**”) which affirms that the information contained in the proposal is true and accurate and that the person signing the Proposal Certification is authorized to sign and submit the proposal on behalf of the Proposer. The Proposal Certification must be submitted utilizing the template provided as **Attachment 2** of this RFP.

11.2 TAB 2: Technical Proposal

This section of the RFP provides instructions to Proposers regarding information that is to be included in the Technical Proposal. Proposals must be complete, factual and as detailed as necessary to allow DHCR to adequately evaluate capabilities and experience.

The purpose of the Technical Proposal is to provide the Proposer to demonstrate their qualifications, competence and capacity to undertake the engagements described herein. The Technical Proposal should specifically detail the Proposer’s experience and qualifications in providing the services sought by DHCR. **The Proposer should not include any information related to their cost in the Technical Proposal.** The Proposer must identify its subcontractor(s), if any, and must also provide the information in this section for its subcontractor(s), if any, and as applicable.

Below is a listing of the technical information to be provided by the Proposer in their Technical Proposal. The content in Tab 2 must be limited to twenty (20) letter-size pages (single or double spaced, minimum 12-point font, and at least one-inch margins). The twenty-page limit in Tab 2 does not include resumes, letter of reference, organizational chart, etc.

11.2.1 Table of Contents

The table of contents should clearly identify the location of all material within the proposal by section and page number.

11.2.2 Executive Summary

An Executive Summary highlighting significant aspects of the Technical Proposal including, but not limited, to the provision of a fully functioning NYHousingSearch.gov Website and Call Center no later than May 28, 2020 with Call Center staff that includes the following key elements: (i) Website

Design; (ii) Call Center; (iii) Website Functionality Updates; (iv) Compliance Management and (v) Performance Reporting. The Executive Summary must also confirm the Website's ability to (i) adapt to any future housing lotteries or automated wait lists, (ii) operate in accordance with Governor Andrew M. Cuomo's [Statewide Language Access Policy](#), hyperlinked herein, (iii) incorporate standard design elements into the Website that are specific to New York State standards, (iv) identify strategies that will comply with DHCR and State policies. Provide confirmation that the (i) Website will include a toll-free 1-800 number and email inquiry address for users to obtain more personalized assistance, (ii) Call Center will be dedicated to housing assistance and will not be a shared service of any sort, (iii) Call Center will be able to handle an average of 1,500 to 3,000 incoming calls per month and (iv) Call Center staff will be available to answer calls and emails for a minimum of 11 hours per day, from 9 a.m. to 8 p.m., Eastern Standard Time.

11.2.3 Staff Experience and Qualifications

In this section of the Technical Proposal, the Proposer should demonstrate that the proposed staff have the knowledge and ability to perform the services described in the Scope of Work section of this RFP.

11.2.3.1 Attach the résumés and professional qualifications of the Proposer's principals, project managers, key personnel, and staff to be assigned to work on the NYHousingSearch.gov project including degrees, licenses, summary of experience and years of relevant experience. Specifically, identify people currently employed by the Proposer who will serve in key roles. Identify partners and subcontractors who the Proposer will be engaging with as part of this proposal. Specify the primary contact person for the Proposer (name, title, location, telephone number, and e-mail address). If the Proposer or any of its subcontractors are certified MWBEs in New York State, those firms should be clearly identified.

11.2.3.2 Discuss how the Proposer's team for this project was assembled. In addition, if the Proposer is subcontracting, include a description of the subcontractor's past work with the Proposer, if any, and how the Proposer will monitor the work performed by the subcontractor(s).

11.2.3.3 In an appendix of the Proposer's Technical Proposal, include resumes for all members of the project team, including subcontract personnel who are likely to work on the project.

11.2.3.4 Provide a statement relating to staff availability addressing the following items:

- i. If selected, will the staff proposed be available for the duration of the contract?
- ii. If certain staff will not be available for the entire contract period, how will such potential staff turnover affect the project?

Proposer should be aware that replacement of key/primary staff are subject to the approval of DHCR during the term of the contract.

11.2.4 Firm Experience and Qualifications

In this section of the Technical Proposal, the Proposer should demonstrate relevant experience by providing the following:

11.2.4.1 A summary of the Proposer's technical expertise that describe the unique capabilities of the Proposer including demonstrated experience in, and knowledge of, the housing and real estate industry, including but not limited to, (i) affordable housing market, (ii) housing rental subsidies, (iii) leasing and rent up, and (iv) wait lists and lottery processes. This narrative should discuss the Proposer's ability to meet the requirements and deliverables in the Scope of Work section of this RFP, as well as a discussion of the Proposer's approach to project management. The Proposer must list and describe related experience delivering each Task and Deliverable identified in the Scope of Work and provide data that demonstrates the success of its approach, where possible. The narrative should also include a descriptive summary indicating the number of comparable engagements the Proposer has been involved in, either as the lead firm or in a supporting role, in the past five years. If a Proposer will be subcontracting or partnering any portion of the Scope of Work, include a summary of the technical expertise of the subcontractor(s).

11.2.4.2 A detailed description of the direct prior experience of the Proposer for completed projects, comparable to the project described in this RFP, in the last five years. Specifically, the Proposer should detail three similar engagements of actual client projects that demonstrates the depth and breadth of the Proposer's expertise and experience including a description of the direct prior experience of your firm with New York State or other entities comparable to the State for whom the Proposer provides, or has provided, similar services to those described in this RFP.

For each of the three client projects, indicate the following information:

- i. Name of client organization;
- ii. Role of the Proposer;
- iii. Type of client (e.g., government entity (local, State, Federal), private company, etc.;
- iv. Project description and services provided;
- v. Project duration, including start/end dates;
- vi. Number of Proposer staff (FTEs) involved;

- vii. Any other information regarding the project that would assist DHCR in determining the success experienced by the client.

11.2.4.3 References.

Provide a minimum of two client references of the Proposer's engagements described in the above subsection. Provide a minimum of two client references for any subcontractor or partner. Each reference should include the name, title, telephone number, and email address for each contact person and each company. Client reference should include a brief description of the scope of services of the engagement, as well as the term and quality of work performed during the engagement. DHCR may seek additional information from references regarding subjects that may include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP, and the responsiveness of the firm to the client during the project. Provide the same summary for any partner or subcontractor. DHCR may use information provided by references for the evaluation of proposals. DHCR is not responsible for the degree of, or lack of responsiveness of, the references listed by a Proposer, subcontractor, or partner. DHCR is not required to alert Proposers about a reference's unresponsiveness during the evaluation of a proposal.

11.2.5 Current Capacity and Qualifications.

Provide an organizational chart for the operation of NYHousingSearch.org that clearly illustrates where all customer service, web design, marketing and program management functions will fit in the overall organizational framework. Identify staff that are already employed by the Proposer or its partners, and provide a plan for hiring any additional staff needed. The Proposer must provide a staffing plan that includes:

- i. The location of the Call Center, if it is known, whether it is currently in operation, and whether it is owned or leased; if it is leased, provide details of the lease including landlord and the length of the lease;
- ii. If the Call Center will be provided by a partnering organization, a subcontractor, or another entity, include a description of the location and indicate if the Call Center location is owned or leased; if it is leased, provide the lease details including the name of the landlord and the length of the lease;
- iii. If the location of the Call Center is not yet identified, provide a timeframe for securing a location, and identify whether the site will be located in New York State;
- iv. A list of staff currently employed or to be employed to perform the Scope of Work, including the number of staff and the related duties; if staff need to be hired, provide a timeline and a plan for how they will be identified;

- v. The anticipated maximum ratio of customer service staff to callers/ emails. Calculate by dividing 3,000 by the number of Call Center's staff full time employees directly contacting landlords to verify the accuracy of vacancy postings and soliciting the posting of additional units and directly receiving and responding to calls and emails (do not count management staff, clerical staff or other support staff that are ancillary to the process);
- vi. The type of equipment to be provided for the operation of the Call Center to ensure its continuous operation; and
- vii. Confirmation that Call Center staff will be staff dedicated to housing matters.

11.2.6 Approach and Methodology

- i. The Proposer must submit a detailed work plan that establishes goals, sets target dates, and identifies the intended methodology to perform each of the tasks and deliverables in the Scope of Work. The work plan must demonstrate how the Proposer would eliminate or minimize a disruption in service during the transition. The work plan must include plans for existing data and user profile migration. These plans must include: (x) a detailed description of the Proposer's intended means, methods, and timeline for accomplishing each task required in the Scope of Work, including performance measures, as well as any sub-tasks that the Proposer may identify; (y) a description of the Proposer's prior experience using the proposed means and methods; and (z) a rationale for using the specified methods in the Scope of Work. The work plan must identify any "best practices" the Proposer will use to assure the timely completion of the work plan. The timeline must identify the earliest date when the Proposer will commence work following receipt of an executed contract and include precise dates for the completion of each task and any component subtasks identified by the Proposer.

The Proposer must indicate the extent to which the Scope of Work and any of its component subtasks will be performed within the State of New York and will utilize MWBEs and/or SDVOBs.

- ii. The proposal submitted must address the key components, indicated below, included in the Scope of Work and provide a plan to fully execute and meet the requirements outlined by May 29, 2020. For each of the key elements listed below, the Proposer must provide proposed minimum service levels that DHCR may use as the basis for a SLA to be included in the contract. These service levels must include a description of the service, the minimum performance level, measurements for each performance level, and contingency information. The four key elements are:

- (1) **Design, Host, and Operate the Website:** The Proposer must illustrate that it will bring new ideas and an innovative approach to the Website on an ongoing basis. The

Proposer must have a strategy for continuously identifying opportunities to improve the basic functionality and attractiveness of the Website, while expanding the infrastructure to connect New Yorkers to affordable housing and necessary services.

Additionally, the Proposer must provide specific details regarding its website and database operations including, but not limited to, providing (a) detail on the specific hardware and software, (b) the types and locations of databases to store, retrieve and back-up data, (c) strategies for dealing with fluctuations in website traffic, and (d) contingency plans for dealing with power failures, system failure, etc. At minimum, the Proposer must provide information on the items listed below, as described more fully in the Scope of Services section of this RFP.

A. Integrity:

- (i) Describe the maintenance of a code revision library for the full term of an awarded contract with DHCR, and the utilization of industry accepted automated migration strategies for code migration between systems;
- (ii) Describe protocols for revoking system access for terminated employees and partners and/or subcontractors that include disabling, rather than deleting, of accounts; and
- (iii) Provide procedures for independently reviewing and assessing the Proposer's adherence to DHCR's requirements, at least annually.

B. Security and Privacy:

- (i) Provide a list of controls in place to prevent data leakage or intentional/accidental compromise between tenants in a multi-tenant environment;
- (ii) Provide documentation of physical security controls in place for datacenter or any facility where DHCR data is stored;
- (iii) Provide documentation describing how DHCR data will be isolated from other cloud customers; and
- (iv) Provide a security plan for DHCR to be implemented within thirty (30) days of the contracted procurement, **but in no event shall the implementation**

date be on or after May 29, 2020. The security plan for DHCR must be implemented by May 27, 2020.

C. Availability:

- (i) Provide the annual uptime percentage and the maximum number of hours down per year;
- (ii) Provide details on the availability of Help Desk Support and the availability of technical staff dedicated to the project described in the Scope of Work;
- (iii) Describe the anticipated incident response time for critical, high, medium and low priority incidents; and
- (iv) Provide minimum expectations for data back-up and recovery, including recovery point and recovery time objectives.

D. Confidentiality:

- (i) Describe the Proposer's security measures and protocols for protecting the confidentiality of the data.

In addition to their narrative response, the Proposer must also complete the Consensus Assessments Initiative Questionnaire ("CAIQ"), hyperlinked herein and available for downloading at https://cloudsecurityalliance.org/working-groups/consensus-assessments/#_overview . On the CAIQ, in addition to answering "yes" or "no," the Proposer must provide additional detail in the comments section for each question or attach additional sheets. Answering "no" to any of the questions does not automatically result in a disqualification. However, questions that are simply answered "yes" or "no," or where the information provided is vague, will likely score lower than those providing more detailed specifications and performance benchmarks. In order to be fully evaluated, Proposers must describe specific policies, procedures and controls in place, provide samples of documentation to be used, and other relevant information necessary for DHCR to determine and compare service levels.

E. Support and Maintenance:

The proposal must also include a description of support and maintenance services and any limitations to the support and maintenance services.

The responses in this section will be utilized to help establish the SLA in the contract resulting from this RFP.

- (2) **Customer Care Call Center.** The Website will be supported by a fully staffed and experienced Call Center to assist tenants and rental housing providers. The Proposer must demonstrate that it is prepared to serve up to 3,000 incoming calls from tenants and property owners per month by May 29, 2020. As part of this section of the narrative, the Proposer must summarize anticipated service levels. This summary must include, but is not limited to, maximum and average caller wait times, email response times, and other relevant measures, based on an average of between 1,500 and 3,000 incoming calls per month. The Proposer must also explain, to the extent possible, how these service levels will be impacted by a sudden increase in caller and email volume, and what strategies will be employed to manage any increased traffic. The Proposer's response must also identify practices used to improve responsiveness in customer service.
- (3) **Performance reporting:** The Proposer must provide regular performance monitoring reports to track the site usage for the Website and the Call Center. Define the specific data analysis methods that will be used to demonstrate the success of this effort in helping New Yorkers find housing which includes, but is not limited to, presenting a methodology for measuring the number of tenants each month who rent a property as a result of utilizing the Website services.

In addition, the Proposer must provide more specific examples of proposed service levels for each of the key elements above in a proposed Service Level Agreement to be attached in Tab 2.

The successful Proposer will guarantee as well as commit, in writing, to the service levels outlined in its proposal. At the contract's continuous operation and proper functioning of the Website meeting, the successful Proposer will be required, at minimum, to read and agree to abide by the New York State Office of Information Technology's requirements and guidelines.

The successful Proposer will also guarantee continuous operation and proper functioning of the Call Center meeting, at a minimum, the level of performance outlined in the SLA submitted by the Proposer.

The Proposal submission may include staff and process flow charts, sample web page interface concepts, samples of previous work, etc. Proposers are encouraged to specifically identify and explain best practices and innovative techniques that have been used in the past or that could be used – in order to:

- Identify instances of housing discrimination and fraud, and report landlords who engage in this behavior;
- Ensure services will be easily accessible to non-English speaking landlords and prospective tenants;
- Streamline and more directly link site users to local housing providers using GIS and other technology; and
- Track and more accurately report the extent to which the Website directly leads to tenants finding quality affordable housing.

11.3 TAB 3: Diversity and SDVOB Proposal

11.3.1 Equal Employment Opportunity (“EEO”), Diversity and SDVOB Information

Proposers must provide responses relating to the EEO items listed below as part of your response:

- (i) [Equal Employment Opportunity Staffing Plan, PROC-1 form](#), attached hereto as **PROC-1 form** and hyperlinked herein;
- (ii) [Utilization Plan, PROC-2 form](#), attached hereto as **PROC-2 form** and hyperlinked herein;
- (iii) If applicable, [Request for Waiver Form, PROC-3 form](#), attached hereto as **PROC-3 form** and hyperlinked herein;
- (iv) [Minority and Women Business Enterprises – Equal Employment Opportunity Policy Statement, PROC-4 form](#), attached hereto as **PROC-4 form** and hyperlinked herein.
- (v) [Company Demographic Profile, PROC-7 form](#), attached hereto as **PROC-7 form** and hyperlinked herein.
- (vi) [EEOC Statement, PROC-8 form](#), attached hereto as **PROC-8 form** and hyperlinked herein. Please note that completion of the PROC-8 form is applicable to Proposers with 15 or more employees.

(vii) [Diversity Practices Questionnaire](#), attached hereto as **PROC-9 form** and hyperlinked herein.

11.4 TAB 4: Cost Proposal (“Budget”)

Tab 4 is comprised of the Cost Proposal Form, attached hereto as Attachment 3. The Proposer must provide hourly rates for the specific itemized areas listed in the Cost Proposal Form. Additional categories may not be added. The Cost Proposal Form must be signed and dated by an authorized signatory of your organization.

The Proposer must submit a **not-to-exceed budget of \$245,000 per year, with aggregate expenditures that total (a) \$1,225,000 for years one to five, (b) \$1,715,000 for years one to five plus years six and seven, (c) \$2,205,000 for years one to seven plus years eight and nine, and (d) \$2,450,000 for years one to nine plus year ten.** The budget must be all inclusive and represent the total cost required to provide each of the four elements outlined in the Scope of Work section of this RFP for each of the ten years. These costs include, but are not limited to: (i) startup costs; (ii) salaries and personnel costs; (iii) monthly hosting fees; (iv) licensing fees; (v) security, software, and hardware costs; (vi) equipment, maintenance, and repair fees and costs; (vii) Federal and State compliance costs; and (viii) facility, overhead, travel, equipment, management, supervision, and sub-contractor costs. Expenses for an identified State certified MWBE and/or SDVOB subcontractor or partner must be included in the Budget, and the projected expenditure for that MWBE and/or SDVOB must be noted for each year. **It should be noted that DHCR will consider proposals that amortize set-up costs so that the total cost remains within the limited \$1,225,000 for the first 5 years.**

DHCR encourages firms to submit proposals lower than the maximum **not to exceed** budget of \$245,000 per year and the maximum **not to exceed** budget of \$2,450,000 for the ten-year period.

As supporting documentation, the Proposer must also submit a list of deliverables for each of the four key elements in each of the ten years, a flat billing schedule by deliverable, a list of the hourly billing rates for key staff by staffing category, and a detailed narrative describing the method for tracking expenditures.

It should be noted that invoices provided to DHCR by the successful Proposer under the contract resulting from this RFP process will be paid based upon satisfactory completion of specified deliverables. Hourly rates and total project costs are being requested for RFP scoring consideration. This is not an “hourly” contract” or a “time and materials” contract.

11.5 TAB 5: Administrative Proposal

The Administrative Proposal includes standard requirements by which the Proposer must agree to abide, information requested by DHCR in connection with these requirements, and additional forms to be completed by the Proposer. The Proposer must complete and submit the administrative forms and information indicated below.

11.5.1 General Forms

- (i) [Non-Collusive Bidding Certification Form](#), attached hereto as **Exhibit A** and hyperlinked herein.
- (ii) [Vendor Information Form](#), attached hereto as **Exhibit B** and hyperlinked herein.
- (iii) Iran Divestment Act Certification, attached hereto as **Exhibit C**.
- (iv) Procurement Lobbying Forms, attached hereto collectively as **Exhibit D** (the Proposer's Affirmation of Understanding of Agreement, Certification of Compliance and Disclosure of Prior Non-Responsibility Determinations and collectively, the "**Lobbying Forms**").
- (v) [Vendor Responsibility Questionnaire\(s\) \("VRQ Questionnaire"\)](#). A VendRep Questionnaire should be certified and filed by the Proposer submission deadline. DHCR's Vendor Responsibility determination is required for review and approval of the contract by the State's Comptroller's Office. Proposers should file online with the New York State VendRep System or submit a paper Questionnaire, attached hereto as **Exhibits E.1 and E.2**, [Vendor Responsibility Questionnaire for For-Profit Business Entity](#), or [Vendor Responsibility Questionnaire for Non-Profit Business Entity](#), respectively.

Proposed subcontractors of the Proposer with subcontracts valued at \$100,000 or more are also required to submit a certified VRQ Questionnaire as outlined in the above paragraph.

11.5.2 Disclosure and Licenses

- (i) [Financial Disclosures](#). Proposer's most recent two years of audited financial statements or federal tax returns to be provided as **Exhibit F**.
- (ii) [Disclosure of Conflict of Interest](#). Provide information requested in this subsection as **Exhibit G**.

Disclose any existing or contemplated relationship with any other person or entity, including relationships with any parent, subsidiary or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Proposer or former officers and employees of DHCR and its HCR Affiliates (i.e., New York State Housing Financing Agency, Housing Trust Fund Corporation, New York State Affordable Housing Corporation, State of New York Mortgage Agency, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation), in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your company would eliminate or prevent it. Indicate what procedures will be followed to detect, notify DHCR of, and resolve any such conflicts.

The response in this subsection must be signed and dated by an authorized signatory of the Proposer.

- (iii) Disclosure of Commission Findings. The Proposer must disclose whether its entity, or any of its members discussed in the above subsection titled “Disclosure of Conflict of Interest,” has been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor NYS entities (collectively, “Commission”), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved. Provide information requested in this subsection as **Exhibit H**.

The response in this subsection must be signed and dated by an authorized signatory of the Proposer.

- (iv) Licenses, Certifications and Other Credentials. The Proposer must respond affirmatively that it, and its subcontractors (if any), will have, if awarded a Contract, prior to commencement of work, all necessary licenses, certifications, approvals, and other needed credentials to perform the Scope of Services in the RFP, if applicable. Provide information requested in this subsection as **Exhibit I**.

- (v) Disclosure of Pending or Prior Lawsuits or Investigations Disciplinary Actions (other than those disclosed above in (iii)). Provide information requested in this subsection as **Exhibit J**.

The response in this subsection must be signed and dated by an authorized signatory of the Proposer.

- (vi) Freedom of Information Law Redaction Request – if there is specific information in a Proposer’s proposal that a Proposer claims to be proprietary and/or trade secret information that meets the definition set forth in Section 87(2)(d), the Proposer should provide a letter

outlining any specific concerns regarding disclosure under the New York State Freedom of Information Law (Article 6 of the Public Officers Law).

The response in this subsection must signed and dated by an authorized signatory of the Proposer.

12. Proposal Submission Instructions

A complete proposal for this RFP is comprised of five (5) separate tabs: (i) Tab One: Proposal Coversheet, Cover Letter and Proposal Submission Certification; (ii) Tab Two: Technical Proposal; (iii) Tab Three: Diversity and SDVOB Proposal; (iv) Tab Four: Cost Proposal; and (v) Tab Five: Administrative Proposal (A Proposal Checklist is located in Addendum 1 to assist Proposers in compilation of proposals).

On or before the Proposal Submission Deadline, one (1) original sealed Proposal Submission must be mailed or delivered to the contact specified in Subsection 12.1 AND one electronic e-mail submission of the PDF of the Proposal Submission must be emailed to the e-mail address provided in Section 12.2

12.1 Instructions for Mailing or Delivery of Sealed Proposals

Proposers must submit hardcopy and electronic versions of their proposals in accordance with the instructions indicated below.

Original Hardcopy Submission

1. Tabs 1 to 5 must be bound individually, but may be mailed in one package (i.e., (i) Tab One: Proposal Coversheet, Cover Letter and Proposal Submission Certification; (ii) Tab Two: Technical Proposal; (iii) Tab Three: Diversity and SDVOB Proposal; (iv) Tab Four: Cost Proposal; and (v) Tab Five: Administrative Proposal.
2. Clearly mark the package as **“RFP – NYHousingSearch.Gov submitted by [include Proposer’s name].**

Hardcopy proposals should be sent to the following address:

**Lisa G. Pagnozzi, Vice President, Contracts and Administration
New York State Division of Housing and Community Renewal
641 Lexington Avenue, 4th Floor
New York, New York 10022**

NOTE: The paper-based hard copy must be formatted on 8.5x11 standard size paper, but must not be permanently bound, and include original signatures and certifications that must be received by DHCR no later than 12:00pm EST on January 10, 2019, the Proposal Submission Deadline.

Any proposal delivered after the Proposal Submission Deadline will **not** be considered for award, even if electronic copies of the proposal arrive before the Proposal Submission Deadline. The Proposer submitting a proposal assumes all risks associated with delivery. The determination of whether any proposal was received on time is at the sole discretion of DHCR.

12.2 Instructions for the Electronic Submission of Proposals

Proposals must be delivered by email in two parts by the Proposal Submission Deadline. In addition, electronic proposals must be bookmarked and submitted by email to Lisa G. Pagnozzi at Nyhomes.proposal@nyshcr.org in searchable Portable Document Format (“**PDF**”) compatible with Adobe Reader XI, version 11.0.4. DHCR will not accept discs, flash drives or FTP file references that require DHCR to download information from the Proposer’s, or third party’s website. If the file is large, it may be submitted in multiple email attachments, with the proper Part One or Part Two label (if applicable) and “1 of X”, “2 of X”, etc., and the last email as “X of X – Final” for each additional email. This is the only acceptable form of e-delivery.

Electronic versions of each Proposal Submission must be broken down and labeled as separate attachments as indicated below:

- A. **Part I shall include three attachments, Tabs 1, 2 and 3** of the proposal, and the subject line of the email for this section must be labeled: **“2018 Website and Call Center RFP – Part I, Tabs 1, 2 and 3”**.
- B. **Part II** shall include two attachments, **Tabs 4 and 5** of the proposal, and the subject line of the email for this section must be labeled: **“2018 Website and Call Center RFP – Part II, Tabs 4 and 5”**.

All proposals and accompanying documentation become the property of the State of New York and will not be returned. DHCR reserves the right to use any portions of the Proposer’s proposal not specifically noted as proprietary. In case of a discrepancy between the hardcopy original and the electronic copy, the hardcopy original proposal shall prevail.

13. Evaluation, Selection and Notification

13.1 General Information

The method of award will be based on the “Best Value” concept. This means that the proposal that “optimizes quality, cost, and efficiency among responsive and responsible Proposer,” shall be selected for award (State Finance Law, Article 11, Section 163).

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

DHCR reserves the right, in its sole judgment, to disregard any apparent errors in a proposal that it deems insignificant, to accept or reject any or all proposals, or to cancel this solicitation and reissue it or another version of it.

DHCR reserves the right to conduct in-person, web video, or telephone interviews with Proposers for purposes of expanding or clarifying responses.

13.2 Submission Review

DHCR’s Contract Unit will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements described in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DHCR, may be rejected. All proposals passing the submission review will be evaluated.

13.3 Evaluation and Scoring

13.3.1 Technical Proposal Evaluation – 70 Points

DHCR’s Review Committee (“**Committee**”) will independently score each Technical Proposal that meets the submission requirements of this RFP. The Committee will score Technical Proposals to identify the Proposer with the highest probability of satisfactorily providing the services described in the Scope of Services section of this RFP. Evaluations will be based on the Proposer’s demonstration

of its ability to provide the services required through its Technical Proposal. Individual Committee member scores will be averaged to calculate a technical score for each responsive Proposer.

13.3.2 Cost Proposal Evaluation – 25 Points

DHCR's Contract Unit will examine the Cost Proposal and review it for responsiveness to cost requirements. If a Cost Proposal is found to be non-responsive, that proposal will be eliminated from consideration. All complete, responsive proposals will receive a cost score.

Cost Proposals will be evaluated on the following pre-determined formula:

Cost points awarded = (25 potential points) X (Low bid / Proposer's bid)

The maximum score (25 points) will be allocated to the proposal with the lowest cost according to this formula. All other proposals will receive a proportionate score to the proposal with the lowest cost.

13.3.3 MWBE Participation – 5 Points

Proposals that have identified MWBEs as the Proposer, subcontractor or sub-consultant to meet the Scope of Services described in the Scope of Work section of this RFP may receive up to five (5) points. Proposals that meet the 30% MWBE participation goal will receive the full five points.

13.3.4 Finalists and Interviews

An initial composite score for each responsive Proposer will be calculated by adding the Technical Proposal points, MWBE Participation points, and Cost Proposal points. The Finalist Proposers will be the Proposers with the three highest Initial Composite Scores.

Finalists will be notified of the date, location and time of their interview. The interview will be designed to allow Finalists to demonstrate their ability to provide the required services. The proposed Proposer and proposed subcontractor(s), if any, as well as other key personnel who would be responsible for providing the required services, should be present and participate in the interview. DHCR reserves the right to conduct interviews either in-person or via telephone/video conference,

Further information regarding the format of this stage of the evaluation may be provided to the Proposer prior to the interview. The interview should substantiate the characteristics and attributes claimed by the Proposer and its subcontractor(s), if any, in the written response to the RFP. Technical scores may be revised based on the information gained from Finalist interviews. However, the

interviews will not be an opportunity to cure material omissions in Proposers' proposals and are not a substitute for a well-written proposal.

In the event that there is only one Finalist Proposer, DHCR may choose to forego the interview at its discretion.

14. Award of Contract

DHCR expects to award one contract as a result of this RFP process. Notification of award and/or non-award will be provided to all Proposers via email.

The RFP (including all attachments, appendices and hyperlinks), all amendments/clarifications thereto, and the proposal submitted by the successful Proposer, and any clarifications thereto, will serve as the basis for, and will be included as appendices to, the contract with DHCR.

In the event an agreement cannot be made with the highest rated qualified Proposer, DHCR reserves the right to negotiate with the next highest rated qualified Proposer. Contract award is subject to approval of the Office of the State's Attorney General and the State's Office of the State Comptroller. Upon contract award, public announcements or news releases pertaining to the contract shall not be made without the prior written consent of DHCR.

Upon notification of selection, the following administrative forms will be required:

1. State Finance Law Section 163(4)(g) imposes certain reporting requirements on contractors doing business with New York State. Concerning these reporting requirements, the successful Proposer agrees to complete and submit an initial planned employment data report. The successful Proposer also agrees to submit an annual employment report by May 15th of each year of the contract.

These forms can be reviewed in Addendum 2 of the RFP.

2. A Sales Tax Certification is required for review and approval of the contract by the State's Comptroller's officer.

This form can be reviewed in Addendum 2 of the RFP.

3. Minimum Insurance Requirements. The successful Proposer ("**Contractor**") must submit the following insurance documentation upon notification of selection for award:

The Contractor is required to procure and maintain (at its sole expense) throughout the term of the Contract, the insurance levels indicated below that will protect the Contractor and DHCR from claims (as set forth below) which may result from the Contractor's operations or performance of the work, whether such operations be conducted by the Contractor, a subcontractor, or anyone directly employed or acting as an agent by either for whose act any may be liable. DHCR and the New York State Office of Information Technology together with each entities officers, employees and agents must be identified as named insured. The Contractor must also require their subcontractors to carry comparable levels of insurance that include the following coverage (minimum State mandated levels of insurance must be met):

- (i). Workers' Compensation Limits:
- (a) State.....Statutory
 - (b) Applicable Federal (e.g., Longshoremen's).....Statutory
 - I Employer's Liability.....\$500,000 to Unlimited

Workers' Compensation Documentation.

Upon notification of award, the successful Proposer will be requested to submit one (1) of the following forms as Workers' Compensation Insurance documentation:

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

Disability ("Employer's Liability") Insurance Documentation.

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

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

ACORD forms are not acceptable proof of insurance. Further information is available at the Workers' Compensation Board website, which can be accessed through this link: <http://www.wcb.ny.gov>.

- (ii). Comprehensive General Liability (including Premises – Operations; Independent Contractor's Protective; Products and Completed Operation Broad Form Property Damage):
 - (a) Bodily Injury (each occurrence).....\$500,000*
 - (b) Property Damage (each occurrence).....\$500,000*

**instead of the \$500,000 per occurrence limits in (ii) (a) and (b), the Proposer may opt to obtain \$1,000,000 Single Limit Liability coverage for bodily injury and property damage.*

- (iii). Completed Operations and Products Liability shall be maintained for two years after final payment.

- (iv). Comprehensive Automobile Liability:
 - (a) Bodily Injury
 - (1) Each person.....\$1,000,000
 - (2) Each occurrence.....\$1,000,000
 - (b) Property Damage (each occurrence).....\$1,000,000

- (v). Fidelity Bond: A Blanket Employee Honestly Bond shall be maintained with DHCR as named insured in an amount which represents the larger of \$100,000 or 30% of the total single-year budget amount.

- (vi). Umbrella Liability Insurance: Commercial Excess Liability Insurance in the amount of \$1,000,000.

- (vii). Data Breach and Privacy/Cyber Liability Insurance, which shall include individual limits of not less than One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the general aggregate. Such coverage shall include 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 to unauthorized users or data. Said insurance shall provide coverage for damages arising from, but not limited to the following: (i) breach of duty to protect the security and confidentiality of nonpublic proprietary information; (ii) personally identifiable nonpublic information; (iii) privacy notification costs; (iv) regulatory defense and penalties; (v) website media liability; and (vi) cyber theft of customer's property

including, but not limited to, money and securities. If the policy is written on a claims made basis, Contractor must submit to DHCR 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.

Certificates of Insurance in accordance with minimum requirements set forth above must be on file with DHCR indicating coverage prior to commencement of the work. These certificates shall identify DHCR as the additional insured, and must contain a provision that the insurer shall give notice that the coverage afforded under the policies will not be cancelled and DHCR’s interest will not otherwise be affected until at least thirty days prior written notice has been given to DHCR.

15. Debriefing and Protest Procedures

15.1 Debriefing Procedures

Unsuccessful Proposers shall be notified upon DHCR’s selection of a Contractor. Consistent with New York State Finance Law Section 163, Proposers may, within fifteen (15) calendar days of notification of selection/non-selection, request a debriefing to discuss the evaluation of its Proposal. A debriefing must be requested in writing and the request shall be submitted to Lisa G. Pagnozzi at Lisa.Pagnozzi@nyshcr.org AND Nyhomes.proposal@nyshcr.org .

A Proposer will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled within ten business days of receipt of written request by DHCR, or as soon after that time as practicable under the circumstances.

15.2 Protest Procedures

Any protest concerning the terms and conditions of this RFP (or other matters that would be apparent to an interested party prior to the date set in this RFP for the receipt of proposals) must be filed on or before the date set in this RFP for the receipt of proposals. The protest must be in writing and submitted to Lisa G. Pagnozzi at Lisa.Pagnozzi@nyshcr.org AND Nyhomes.proposal@nyshcr.org .

An unsuccessful Proposer may file a protest concerning the contract award to Lisa G. Pagnozzi at Lisa.Pagnozzi@nyshcr.org AND Nyhomes.proposal@nyshcr.org within ten business days from the date of the notice of the contract award or if a debriefing has been requested by the Proposer, within five business days of the debriefing (whichever is later).

16. Contractual Requirements

This written contract shall be governed by the laws of the State of New York that includes the “*Standard Clauses for New York State Contracts*,” and “*Participation by Minority Group Members and Women Requirements and Procedures for Contracts*,” attached hereto as Appendices A and B, respectively. The entire Agreement shall consist of the documents, appendices and forms listed below. Conflicts between these documents shall be resolved in the following order of precedence:

1. [Standard Clauses for New York State Contracts](#), attached hereto as **Appendix A**;
2. The Contract, including all exhibits, appendices, forms and attachments (including [DHCR’s Participation by Minority Group Members and Women Requirements and Procedures for Contracts](#), attached hereto as **Appendix B**);
3. The RFP and any all modifications and clarifications thereto; and
4. The Contractor’s Proposal and any clarifications thereto.

17. Reservation of Rights

DHCR reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at DHCR’s sole discretion;
- Make an award under the RFP in whole or in part;
- Disqualify any Proposer whose qualifications, conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use proposal information obtained through site visits, management interviews and DHCR’s investigation of a Proposer’s qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to DHCR’s request for clarifying information in the course of evaluation and/or selection under the RFP;
- Prior to the contract award, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the deadline for submission of proposals, amend the RFP specifications to correct errors or oversights or to supply additional information, as it becomes available;
- Prior to the deadline for submission of proposals, direct Proposers to submit proposal modifications addressing subsequent RFP amendments;
- Change any part of the scheduled timeline;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Proposers;
- Waive any requirements that DHCR deems are not material;
- Negotiate with the successful Proposer within the scope of the RFP in the best interests of the State;

- Conduct contract negotiations with the next responsible Proposer, should DHCR be unsuccessful in negotiating with the selected Proposer;
- Utilize any and all ideas submitted in the proposals received;
- Request best and final offers;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's proposal and/or to determine a Proposer's compliance with the requirements of the solicitation; and
- Negotiate with the next highest-rated, qualified Proposer for purpose of executing a contract, if it is subsequently determined by DHCR that the successful Proposer is not responsible.

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

18. Negative Findings

A proposal may be rejected at any time during the evaluation process and thereafter if there are any adverse findings that would prevent DHCR from selecting the Proposer. These findings may pertain to: (i) the Primary Contractor; (ii) any firm listed as a partner, sub-consultant, or subcontractor in the proposal; (iii) any owners, primary shareholders, or executive staff of the Primary Contractor or any of its partners; or (iv) any of the principal staff expected to perform or supervise the work outlined in the Scope of Work. Such adverse findings include, but are not limited to:

- Negative findings from the New York State Inspector General, a federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state;
- Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York State or another state;
- Pending or unresolved litigation with the Federal government, any State government, or a local municipality regarding contract performance;
- Arson conviction or pending case;
- Harassment conviction or pending case;
- Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings;
- In rem foreclosure;
- Sale of tax lien or substantial tax arrears;
- Fair Housing violations or current litigation;
- Defaults under any Federal, State or locally-sponsored program;
- A record of substantial building code violations or litigation against properties owned and / or managed by the Proposer or by any entity or individual that comprises the Proposer;
- Past or pending voluntary or involuntary bankruptcy proceeding;
- Conviction for fraud, bribery or grand larceny; or
- Listing on the federal or State excluded parties lists.

If the Proposer believes that any of the adverse findings listed above may be applicable to their firm, or any person or entity partnering with their firm, they should provide a detailed explanation of the finding in Tab 5 of the proposal. The response must be signed and dated by an authorized signatory of the Proposer. Failure to disclose any relevant findings may result in disqualification of the proposal.

19. Restriction of Communication

Pursuant to State Finance Law (“SFL”) §§139-j and 139-k, this RFP imposes certain restrictions on communications between DHCR, its HCR Affiliates, employees of the State and a potential Proposer during the RFP process. A Proposer is restricted from making contacts that a reasonable person may infer were intended to influence the selection of a firm or company to perform (or provide) the

proposed professional services (or goods) in this RFP, from the date of publication of this RFP until approval of a contract(s) by the State's Office of State Comptroller (the "**Restricted Period**") with any person other than the designated contacts named on Page 5 of this RFP, unless it is a contact that is included among certain statutory exceptions set forth in SFL §139-j(3)(a). Employees of DHCR, including any employees of its HCR Affiliates, are required to obtain certain information when contacted during the Restricted Period and make a determination of responsibility of the Proposer under the SFL. Findings of non-responsibility can result in rejection for contract award and in the event of two (2) findings within a four (4) year period, the Proposer will be debarred from obtaining governmental contracts.

20. Ethics

20.1 Public Officers Law

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

20.2 Ethics Requirements

The successful Proposer(s) and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics ("**JCOPE**"), or its predecessors (**collectively, the "Ethics Requirements"**). The Proposer certifies that all of its employees and those of its subcontractors who are former employees of the State and who are assigned to perform services under any contract resulting from this RFP process shall be assigned in accordance with all Ethics Requirements. During the term of any resulting contract, no person who is employed by the successful Proposer(s) or its subcontractors and who is disqualified from providing services under any resulting contract pursuant to any Ethics Requirements may share in any net revenues of the successful Proposer(s) or its subcontractors derived from any resulting contract.

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

20.3 Vendor Responsibility Determination

DHCR will conduct a review of each Proposer's Vendor Responsibility Questionnaire (refer to the Administrative Proposal section of this RFP) to provide reasonable assurances that the Proposer is responsible. All identified subcontractors (as indicated in the Utilization Plan, PROC-2 Form) of the successful Proposer, projected to earn more than \$100,000 in total expenditures during the term of the Contract, will be required to complete a Vendor Responsibility Questionnaire. DHCR will make a finding of responsibility or non-responsibility before making a contract award, considering any information that comes to its attention concerning the Proposer's responsibility.

If DHCR identifies potentially negative information in its review, DHCR will notify the Proposer. If DHCR makes a preliminary finding that the Proposer is non-responsible, DHCR will detail in writing to the Proposer the reasons(s) for the preliminary determination and will provide an opportunity for the Proposer to respond before the determination is finalized.

A successful Proposer(s) is required to update their responsibility determination if a material event occurs requiring an amendment. The successful Proposer(s) is also required to update their Vendor Responsibility Questionnaires as new information becomes available.

The successful Proposer(s) shall at all times during the contract term remain responsible. During the term of any resulting contract, any changes in the provided Questionnaire shall be disclosed to DHCR, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract. Furthermore, the successful Proposer agrees, if requested by DHCR, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

DHCR, in its sole discretion, reserves the right to suspend any or all activities under any resulting contract, at any time, when it discovers information that calls into question the responsibility of the

successful Proposer. In the event of such suspension, the successful Proposer will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the successful Proposer must comply with the terms of the suspension order. Contract activity may resume at such time as DHCR issues a written notice authorizing a resumption of performance under the contract.

Upon written notice to the successful Proposer, and a reasonable opportunity to be heard by the appropriate DHCR officials or staff, the contract may be terminated by DHCR at the Proposer's expense where the Proposer is determined by DHCR to be non-responsible. In such event, DHCR may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach. DHCR reserves the right to terminate a contract for non-responsibility, including failure to disclose information. This provision shall also apply to any proposed subcontractor performing services under the resulting contract in excess of \$100,000.

21. Sales Tax Certification

Pursuant to New York State Tax Law Section 5(a), the successful Proposer and its affiliates and/or sub-contractors will be required to certify to the New York State Department of Taxation and Financial Services that the firm is registered to collect New York State and local sales and compensating use taxes, as provided in Tab 5 of this RFP.

Section 5-a of the Tax Law requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to the NYS Department of Taxation and Finance (“DTF”) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

Upon notification of award, the Contractor is required to file the completed and notarized [Form ST-220-CA](#) with DHCR certifying that the Contractor filed the [ST-220-TD](#) form (hyperlinked herein) with DTF. To be noted, DTF receives the completed [Form ST-220-TD](#), not DHCR. DHCR only receives the [Form ST-220-CA](#). Contractor should complete and return the certification forms within five (5) business days of request from DHCR. Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Contractor certification forms and instructions are provided in the hyperlinks above. Unless the information upon which the [ST-220-TD](#) is based changes, this form only needs to

be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. [ST-220-TD](#) must be filed with DTF.

Form [ST-220-TD](#) must be submitted upon notification of award by DHCR. This form provides the required certification that the Contractor filed the [ST-220-TD](#) with DTF.

Proposers may call DTF at (518) 485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF.

22. Iran Divestment Act (“Act”)

By submitting a proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, the Proposer (or any assignee) certifies that it is not on the “[Entities Determined To Be Non-Responsive Proposers Pursuant to The New York State Iran Divestment Act of 2012](#)” list (“Prohibited Entities List”) posted on the website of the State’s Office of General Services and further certifies that it will not utilize on such DHCR contract award any subcontractor that is identified on the Prohibited Entities List. Additionally, Proposer is advised that should it seek to renew or extend a contract awarded in response to this solicitation, it must provide the same certification at the time the contract is renewed or extended.

During the term of the contract, should DHCR receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHCR will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DHCR shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DHCR reserves the right to reject any proposal, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

23. Freedom of Information Law (“FOIL”)

New York State's Freedom of Information Law (Public Officers Law, Article 6, Sections 84-90), available at: <http://www.dos.state.ny.us/coog/index.html>, promotes the public’s right to know the process of governmental decision-making and grants maximum public access to governmental

records. The proposal of the successful Proposer and the proposals of unsuccessful Proposers may be subject to disclosure under FOIL.

However, pursuant to Section 87(2)(d) of FOIL, a State agency may deny access to those portions of proposals or portions of a successful Proposer's contract which are "trade secrets" or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which, if disclosed, would cause substantial injury to the competitive position of the subject enterprise.

Please note that all information that a Proposer may claim as proprietary, copyrighted or rights-reserved is not necessarily protected from disclosure under FOIL.

If there is information in a Proposer's proposal that a Proposer claims meets the definition set forth in Section 87(2)(d), the Proposer should provide a letter in its Administrative Proposal outlining any specific concerns.

Failure to identify the information which a Proposer believes should be protected by Section 87 (2)(d) may result in such information being disclosed if a request is received. It is a Proposer's responsibility to consult an attorney with any questions the Proposer may have about New York State's Freedom of Information Law. All work products described herein may also be subject to FOIL disclosure.

The State will not honor any attempt by a Proposer either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.

The Contractor must provide to DHCR all information, records, and other written material it produces, possesses, or relies upon if such material is the object of a legitimate request to DHCR pursuant to the Freedom of Information Law.

24. New York State Executive Law Articles 15-A and 17-B

24.1 Business Participation Opportunities for MWBEs

For purposes of this solicitation, DHCR hereby establishes an overall goal of 30% for MWBE participation, 15% for NYS certified MBE participation and 15% for NYS certified WBE participation (based on the current availability of qualified MBEs and WBEs). A contractor ("**Contractor**") on any contract ("**Contract**") resulting from this solicitation must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors, partners or suppliers in the performance of the Contract and the Contractor agrees that DHCR may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=3972>. For guidance on how DHCR will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and DHCR may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a proposal, a Proposer agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com/frontend/diversityusers.asp>, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting Ms. Lisa G. Pagnozzi at Lisa.Pagnozzi@nyshcr.org and Nyhomes.Proposal@nyshcr.org.

Additionally, a Proposer will be required to submit the following documents and information as evidence of compliance with the foregoing:

- a) A MWBE [Utilization Plan](#) with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DHCR.
- b) DHCR will review the submitted MWBE Utilization Plan and advise the Proposer of DHCR's acceptance or issue a notice of deficiency within 30 days of receipt.
- c) If a notice of deficiency is issued, the Proposer will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to DHCR's Contract Unit at 641 Lexington Avenue, 4th Floor, New York, NY 10022, Fax number 917-274-0364, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DHCR to be inadequate, DHCR shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

DHCR may disqualify a Proposer as being non-responsive under the following circumstances:

- d) If a Proposer fails to submit a MWBE Utilization Plan;
- e) If a Proposer fails to submit a written remedy to a notice of deficiency;
- f) If a Proposer fails to submit a [request for waiver](#); or
- g) If DHCR determines that the Proposer has failed to document good faith efforts.

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DHCR, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a [Cumulative Payment Statement](#) to DHCR, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

24.2 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 subsection 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 DHCR, 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 DHCR, then the following shall apply and by signing the agreement the Contractor certifies and affirms that in 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 DHCR contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of DHCR, 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 this 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. DHCR 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. DHCR 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, DHCR 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.

(d) If the procurement of the goods or services provided herein is subject to minority and women-owned participation requirements pursuant to Article 15-A of the Executive Law, the Contractor shall be liable to DHCR for liquidated or other appropriate damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payments to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under this Contract. This Contract may provide for other appropriate remedies on account of such breach in the event it is found that the Contractor willfully and intentionally failed to comply with the minority and women-owned participation requirements set-forth in Article 15-A of the Executive Law.

The Proposer will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, a model statement is attached hereto as **PROC-4 form**, to DHCR with their proposal.

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 with [Instructions](#), and shall require each of its subcontractors, if any, to submit a Workforce Utilization Report, on a quarterly basis during the term of the Contract for the quarters ending March 31st, June 30th, September 30th and December

31st. Quarterly EEO Workforce Utilization Reports shall be submitted, in PDF format, to Econ.Opportunity@nyshcr.org by April 10th, July 10th, October 10th and January 10th.

Pursuant to Executive Order #162, contractors and subcontractors, if any, will also be required to report 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 on a quarterly basis.

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.

24.3 SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES

Article 17-B of the State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”).

24.3.1 Contract Goals

- a) DHCR hereby establishes a goal of 6% for SDVOB participation on the Contract resulting from this solicitation process, based on the current availability of qualified SDVOB(s). For purposes of providing meaningful participation by SDVOBs, the bidder/proposer/Contractor should reference the directory of State certified SDVOBs found at: <https://ogs.ny.gov/Core/SDVOBA.asp>. Questions regarding compliance with SDVOB participation goals should be directed to Ms. Lisa G. Pagnozzi at Lisa.Pagnozzi@nyshcr.org. Additionally, following Contract execution, the Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs.
- b) The Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see subsection below).

24.3.2 SDVOB Utilization Plan

- a) In accordance with 9 NYCRR § 252.2(i), bidders/proposers are required to submit a completed SDVOB [Utilization Plan](#), hyperlinked herein, with their proposal or bid.
- b) The Utilization Plan shall list the SDVOB(s) that the bidder/proposer intends to use, a description of the work that the Offeror intends the SDVOB(s) to perform to meet the goals on the awarded Contract, the estimated dollar amounts to be paid to the SDVOB(s), or, if not known, an estimate of the percentage of Contract work the SDVOB(s) will perform. By signing the Utilization Plan, the bidder/proposer acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future proposals/bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOB(s) after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to DHCR.
- c) DHCR will review the submitted SDVOB Utilization Plan and advise the bidder/proposer of DHCR's acceptance or issue a notice of deficiency within twenty (20) business days of receipt.
- d) If a notice of deficiency is issued, the bidder/proposer agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to DHCR a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DHCR to be inadequate, DHCR shall notify the bidder/proposer and direct the bidder/proposer to submit, within five (5) business days of notification by DHCR, a request for a partial or total waiver of SDVOB participation goals. Failure to file the waiver in a timely manner may be grounds for disqualification of the bid or proposal.
- e) DHCR may disqualify a bidder's/proposer's bid or proposal as being non-responsive under the following circumstances:
 - i. If a bidder/proposer fails to submit an SDVOB Utilization Plan;
 - ii. If a bidder/proposer fails to submit a written remedy to a notice of deficiency;
 - iii. If a bidder/proposer fails to submit a request for waiver; or
 - iv. If DHCR determines that the bidder/proposer has failed to document good faith efforts.
- f) If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOB(s) on the Contract pursuant to the prescribed SDVOB contract goal set forth above.

- g) The bidder/proposer further agrees that a failure to use SDVOB(s) as agreed in the Utilization Plan shall constitute a material breach of the terms of the awarded Contract. Upon the occurrence of such a material breach, DHCR shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

24.3.3 Request for Waiver

Prior to submission of a request for a partial or total waiver, bidder/proposer/Contractor shall contact the Designated Contact(s) at DHCR for guidance.

- a) In accordance with 9 NYCRR § 252.2(m), a bidder/proposer/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth below, may submit a request for a partial or total waiver, accompanied by supporting documentation. A bidder/proposer may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by DHCR at that time, the provisions of subsection 24.3.2 (c), (d) and (e) will apply. If the documentation included with the bidder's/proposer's/Contractor's waiver request is complete, DHCR shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- b) The Contractor shall attempt to utilize, in good faith, the SDVOB(s) identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the awarded Contract to DHCR, but must be made no later than prior to the submission of a request for final payment.
- c) If DHCR, upon review of the SDVOB Utilization Plan and Quarterly SDVOB [Cumulative Payment Statement](#) report, hyperlinked herein, determines that the Contractor is failing or refusing to comply with the goals and no waiver has been issued in regards to such non-compliance, DHCR may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to DHCR at 641 Lexington Avenue, 4th Floor, New York, NY 10022, Fax number 917-274-0364.

24.3.4 Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs. Evidence of required good faith efforts shall include, but not be limited to, the following:

- a) Copies of solicitations to SDVOBs and any responses thereto;
- b) Explanation of the specific reasons each SDVOB that responded to Contractor's solicitation was not selected;
- c) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by DHCR with SDVOB(s) that DHCR determined were capable of fulfilling the SDVOB goal set in the awarded Contract;
- d) Information describing the specific steps undertaken to reasonably structure the scope of work for the purpose of subcontracting with, or obtaining supplies from SDVOB(s); and
- e) Other information deemed relevant to the waiver request.

24.3.5 Quarterly SDVOB Contractor Cumulative Payment Statement Report

In accordance with 9 NYCRR § 252.2(q), the Contractor is required to submit a Quarterly SDVOB [Contractor Cumulative Payment Statement](#), hyperlinked herein, to DHCR during the term of the awarded Contract for the preceding quarter's activity, documenting progress made towards achieving the SDVOB goals. This information must be submitted using the [Contractor Cumulative Payment Statement](#), hyperlinked herein, and should be completed by the Contractor and submitted to DHCR, for the quarters ending March 31st, June 30th, September 30th and December 31st. Quarterly [Contractor Cumulative Payment Statement](#) reports shall be submitted, in PDF format, to Econ.Opportunity@nyshcr.org by April 10th, July 10th, October 10th and January 10th.

24.3.6 Breach of Contract and Damage

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the awarded Contract, shall be found to have breached the Contract and the Contractor shall pay liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to the SDVOB had the Contractor achieved the contractual SDVOB goal; and (2) all sums actually paid to SDVOB(s) for work performed or materials supplied under the awarded Contract.

25. The Use of New York State Businesses in Contract Performance

DHCR is committed to awarding a contract to a firm that will provide high-quality services at a reasonable and competitive cost and will substantially perform the Scope of Work, as described in this RFP, from an office(s) or location(s) within New York State.

New York State businesses have a substantial presence in State contracts and strongly contribute to the economics of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, Proposers for this DHCR procurement are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the DHCR awarded contract. Such partnering may be as subcontractors, suppliers, protégés, providers of office and work space, and/or other supporting roles.

Proposers need to be aware that all authorized users of the awarded contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, and service-disabled veteran businesses consistent with current State law.

Utilizing New York State businesses in DHCR contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the proposers and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract award, thereby benefiting the public sector programs that are supported by associated procurements. Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. DHCR therefore expects the successful Proposer to provide maximum assistance to New York businesses in its use of the awarded contract. The potential participation of all kinds of New York businesses will deliver great value to the State and its taxpayers.

Proposal Checklist

- ☐ Intent to Submit Proposal form, attached hereto as **Attachment 1** (*submission of this form is optional*)
- ☐ TAB 1 – Proposal Coversheet, Cover Letter & Certification, attached hereto as **Attachment 2**
- ☐ TAB 2 – Technical Proposal (not included in the 20 page limit of the Technical Proposal)
 - ☐ References with contact information for prior engagements listed in the Proposal Narrative. Resumes for Proposer’s principals and training staff and staff of Proposer’s subcontractors listed in the Proposal Narrative.
 - ☐ Flow charts or other supporting materials referenced in the Technical Proposal
 - ☐ SLA
- ☐ TAB 3 – Diversity and SDVOB Practices
 - ☐ [Equal Employment Opportunity Staffing Plan, PROC-1 form](#), attached hereto as **PROC-1 form** and hyperlinked herein
 - ☐ [Utilization Plan, PROC-2 form](#), attached hereto as **PROC-2 form** and hyperlinked herein
 - ☐ If applicable, [Request for Waiver Form, PROC-3 form](#), attached hereto as **PROC-3 form** and hyperlinked herein
 - ☐ [Minority and Women Business Enterprises – Equal Employment Opportunity Policy Statement, PROC-4 form](#), attached hereto as **PROC-4** and hyperlinked herein
 - ☐ [Company Demographic Profile, PROC-7 form](#), attached hereto as **PROC-7 form** and hyperlinked herein
 - ☐ [EEOC Statement, PROC-8 form](#), attached hereto as **PROC-8 form** and hyperlinked herein. Please note that completion of the PROC-8 form is applicable to Proposers with 15 or more employees.
 - ☐ [Diversity Practices Questionnaire](#), attached hereto as **PROC-9** and hyperlinked herein.
- ☐ TAB 4 – Cost Proposal Form, **Attachment 3**
- ☐ TAB 5 - Administrative Proposal
 - ☐ [Non-Collusive Bidding Certification Form](#), **Exhibit A**
 - ☐ [Vendor Information Form](#), **Exhibit B**
 - ☐ Iran Divestment Act Certification, **Exhibit C**
 - ☐ Procurement Lobbying Provisions and Forms, **Exhibit D**

- ☐ [Vendor Responsibility Questionnaire for For-Profit Business Entity](#), **Exhibit E.1** or [Vendor Responsibility Questionnaire for Non-Profit Business Entity](#), **Exhibit E.2**
- ☐ Financial Statements or Tax Returns, **Exhibit F**
- ☐ Conflicts of Interest, Section, **Exhibit G**
- ☐ Disclosure of Commission Findings, **Exhibit H**
- ☐ Statement of Licensure, **Exhibit I**
- ☐ Disclosure of Pending or Prior Lawsuits or Investigations Disciplinary Actions, **Exhibit J**

- ☐ Proposal Checklist, **Addendum 1**
- ☐ Form ST-220-CA Contractor Certification to Covered Agency, **Addendum 2**
- ☐ NYS Consultant Services Contractor's Planned Employment Form A, **Addendum 2**
- ☐ NYS Consultant Services Contractor's Annual Employment Form B, **Addendum 2**

- ☐ Standard Clauses for New York State Contracts, **Appendix A**
- ☐ [DHCR's Participation by Minority Group Members and Women Requirements and Procedures for Contracts](#), **Appendix B**

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Addendum 2

ST-220-CA

NYS Consultant Services Contractor's Annual Employment Form A &

(To Follow This Page)

**Contractor Certification to Covered Agency**

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).

Contractor name				For covered agency use only Contract number or description	
Contractor's principal place of business		City	State		
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN)				Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number				Covered agency name	
Covered agency address				Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _____ he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _____ he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _____ he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

APPENDIX A

Standard Clauses for New York State Contracts
(To Follow This Page)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B

DHCR's Participation by Minority Group Members and Women Requirements and
Procedures for Contracts
(To Follow This Page)

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January 2018

APPENDIX B

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN REQUIREMENTS AND PROCEDURES FOR CONTRACTS WITH

**NYS DIVISION OF HOUSING AND COMMUNITY RENEWAL
NEW YORK STATE HOUSING FINANCE AGENCY
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NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MORTGAGE AGENCY
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
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I. General Provisions

- A. The New York State Division of Housing and Community Renewal, New York State Housing Finance Agency, Housing Trust Fund Corporation, New York State Affordable Housing Corporation, State of New York Mortgage Agency, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation (individually, “Agency” and collectively, “Agency(ies)” or “Agencies”) are required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all New York State (“State”) contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Agency(ies), to fully comply and cooperate with the Agency(ies) in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBES”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, State, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies available to the Agency(ies) pursuant to the Contract and applicable law.

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II. Contract Goals

- A. For purposes of this Contract, the Agency's (or Agencies') overall MWBE participation goal for the Contract is indicated in the solicitation document and the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A of this Appendix, the Contractor should reference the directory of State certified MWBEs at the following internet address:
<https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE, serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE, shall be 60% of the total value of the contract. The portion of a contract with an MWBE, serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE, shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE, serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE, shall be 25% of the total value of the contract].
- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
 2. Any responses by MWBEs to the Contractor's outreach;
 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency(ies) with MWBEs; and

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5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
 1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the Agency(ies) within seventy-two (72) hours after the date of the notice by the Agency(ies) to award the Contract to the Contractor.
 3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the Agency(ies) may require the Contractor or subcontractor to adopt a model statement (see [PROC-4 Form – Equal Employment Opportunity Policy Statement](#), hyperlinked herein).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. 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.

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- c. 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. *(Please note that this requirement is only applicable for a contract with an anticipated total expenditure in excess of \$250,000).*
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. [PROC-1 Form – EEO Staffing Plan](#)

To ensure compliance with this Section, the Contractor shall submit a [Staffing Plan PROC-1 form](#), hyperlinked herein, to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing Plan PROC-1 form and submit it as part of their bid or proposal or within a reasonable time, as directed by Agency(ies).

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D. [PROC-5 Form – EEO Workforce Utilization Report](#)

1. The Contractor shall submit an [EEO Workforce Utilization Report PROC-5 form](#), hyperlinked herein, and shall require each of its subcontractors to submit a EEO Workforce Utilization Report PROC-5 form, on a quarterly basis during the term of the Contract, in accordance with the instructions indicated in the Contract and the [Instructions](#), hyperlinked herein. *(Please note that for Construction Contracts, the Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, on a monthly basis during the term of the Contract, in accordance with the instructions indicated in the Contract and the [Instructions](#), hyperlinked herein).*
 2. Separate forms shall be completed by the Contractor and any subcontractors.
 3. Pursuant to Executive Order #162, Contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the Contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. [MWBE Utilization Plan, PROC-2 Form](#)

- A. The Contractor represents and warrants that the Contractor has submitted an [MWBE Utilization Plan, PROC-2 form](#), hyperlinked herein, or shall submit an MWBE Utilization Plan at such time as shall be required by the Agency(ies), provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Agency(ies), either prior to, or at the time of, the execution of the Contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.

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- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency(ies) shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. [MWBE Waiver Form, PROC-3](#)

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated in the solicitation document and the Contract, the Contractor may submit a request for a waiver to the Agency(ies). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Agency(ies) shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If the Agency(ies), upon review of the MWBE Utilization Plan, quarterly MWBE Cumulative Payment Statement Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, the Agency(ies) may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. [Quarterly MWBE Cumulative Payment Statement Report, PROC-6](#)

The Contractor is required to submit a quarterly [MWBE Cumulative Payment Statement Report, PROC-6 form](#), hyperlinked herein, in accordance with the instructions indicated in the Contract, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to the Agency(ies) by the 10th day following the end of each quarter (i.e., March 31st, June 30th, September 30th and December 31st) during the term of the Contract.

VII. **Liquidated Damages - MWBE Participation**

- A. Where the Agency(ies) determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE

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participation goals, the Contractor shall be obligated to pay liquidated damages to the Agency(ies).

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency(ies), the Contractor shall pay such liquidated damages to the Agency(ies) within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

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APPENDIX C

WebNY Philosophy & Methodology

(To Follow This Page)



Office of Information Technology Services

ANDREW M. CUOMO
Governor

MARGARET MILLER
Chief Information Officer

As the New York State Office of Information Technology Services and WebNY Platform moves forward in meeting its objective of:

Lead the Web Development efforts on New York State by establishing common processes, procedures and practices for the 60+ agencies. Bring the 200+ New York State websites to a common Acquia Drupal platform, establishing common reusable components and templates. Advance state web teams skills to be the top developers in the industry and establish New York State as a leader in the Drupal community.

Coordinate development and resources to support the Governors Web Transformation Initiative under the direction of Rachel Haot Chief Digital Officer and Deputy Secretary for Technology and the NY.Gov Digital Team to create an online destination that better reflects his vision for a more efficient, more effective, and more modern government."

Many agencies, offices and vendors have asked about WebNY's direction and insight into future policies, standards and guidelines. This document outlines the philosophy, methodology and goals of ITS WebNY. These items are not guaranteed to become a policy, standard or guideline but gives you an idea of items being discussed and considered for standardization.

If you would like more information on any of these items or would like to discuss them in more detail to understand WebNY philosophy, methodology and goals, please reach out to the WebNY Platform team at webnysupport@its.ny.gov.

1. WebNY and NYS Web Development will utilize Git Hub as the code versioning repository. Using Git commands in conjunction with the Acquia Cloud, code will be controlled and monitored to ensure compliance with best practices.
 - a. Always pull down code from production before starting development.
 - b. Code Branch naming will consist of Development, Feature, Stage and Prod
 - c. Procedures and documentation for using Git are contained in *WebNY Team Git Workflow*.
2. Vendors will be able to access development and staging environments but will not have access to push changes to the production environment.

3. Agency and Vendor developers will not be granted user 1 access on sites the WebNY team manage or host.
4. All new sites will be forced SSL/HTTPS. Any customer entering any combination of addresses will be redirected to an https url. All externally facing websites will be SSL by December 2016.
5. Any contracted or external development will be coordinated with WebNY and monitored to ensure compliance with NYS direction and policies.
 - a. Any web services or external feeds being used will be signed off on by WebNY. The services or feed must have a valid contract avenue for NYS to procure the services or feed.
6. All NYS websites will utilize a ny.gov domain name.
 - a. If a commercial domain is requested it will not be paid for by ITS.
 - b. All commercial domains will redirect to the primary ny.gov address.
7. All web addresses/URLs will work utilizing either www and no www in the URL. (<https://ny.gov>, <https://www.ny.gov>, <http://ny.gov>, <http://www.ny.gov> should all direct to the same webpage)
8. All vendors building new sites will complete the WebNY Site Documentation Checklist and provide all documentation website specified therein.
9. All Drupal modules that are to be used in a NYS website will be reviewed by WebNY. This is to ensure all modules used have significant developer support, security and flexibility to be utilized in the NYS Framework.
10. New Drupal based websites will utilize the latest New York State Drupal 8 Distribution.
11. A NYS ITS Qualys scan will be completed on all sites prior to launch to the public. It is the developers' and vendor responsibility to provide a safe and secure website. Any vulnerability identified must be corrected prior to launch.
12. Currently the NYS policy for accessibility is compliance with Section 508 guidelines, NYS will be moving to WCAG 2.0 AA compliance for all NYS websites, following the future plan of the federal guidance changing to meet the W3C WCAG 2.0 AA compliance. All new websites should be developed to meet WCAG 2.0 AA compliance and validated.
13. All NYS websites will be load tested to at least 3 times their greatest past load, if a site does not have a past record of website user load, WebNY will determine the average load for the site being launched in comparison to other NYS Sites.

14. All NYS websites will comply with the NYS web Style Guide. Any exemptions will be coordinated with the NY.Gov Digital Team. WebNY or any other development team is not to proceed with development that is not adhering to the NYS Web Style guide without a signed exemption letter from the NY.Gov Digital Team.
15. All development teams and vendors will comply with the NYS Browser Guidelines in testing and support. All vendor contracts and SOW will include this guideline.
16. WebNY has adopted the co-development philosophy model. Any development completed outside of the NYS WebNY development teams will have a WebNY Developer embedded or working closely in the development of any coding or website development. This will ensure newly developed components fit within WebNY infrastructure and ensures a smooth handoff of knowledge.
17. WebNY's development methodology is based on reusable components
 - a. Components should be as independent as possible
 - b. Components should not reference other custom components
 - c. Components should only depend on approved core/contributed modules
 - d. Component dependencies should be kept to a minimum
18. All development should limit the amount of custom coding.
 - a. All custom code will be developed using WebNY coding standards, which are based on the Drupal coding standards
 - b. All custom code will be reviewed and signed off on by WebNY.
19. All "Statement of Work" will include vendor and NYS ITS hand off, with hours allotted for support and knowledge transfer.
20. All websites will have a site map of pages and sections of the site.
21. All websites will have a contact page according to the NYS ITS Policy.
22. Multisite development is not part of WebNY development philosophy. No site will be built in this manner without sign off by the WebNY Architecture Review Board.



Exhibit A
Non-Collusive Bidding Certification Form
(To Follow This Page)

NON-COLLUSIVE BIDDING CERTIFICATION
Required by Section 2878 of the Public Authorities Law

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this ____ day of _____, 20__ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES LEGAL RESIDENCE

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Street Address: _____

City, Town, etc. _____

Telephone: _____ **Title:** _____

If applicable, Responsible Corporate Officer Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

<hr/>	
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By <hr/>	By <hr/>
(Name)	(Name)
<hr/>	<hr/>
Title	
<hr/>	<hr/>
Street Address	Street Address
<hr/>	<hr/>
City and State	City and State

Exhibit B
Vendor Information Form
(To Follow This Page)



**NEW YORK STATE HOUSING FINANCE AGENCY
HOUSING TRUST FUND CORPORATION
NEW YORK STATE AFFORDABLE HOUSING CORPORATION
STATE OF NEW YORK MORTGAGE AGENCY
STATE OF NEW YORK MUNICIPAL BOND BANK AGENCY
TOBACCO SETTLEMENT FINANCING CORPORATION
DIVISION OF HOUSING AND COMMUNITY RENEWAL**

(individually, “Agency” and collectively, “Agencies”)

Vendor Information Form

Vendor Name: _____

Address: _____

Telephone Number: (_____) _____

Fax Number: (_____) _____

Website Address: _____

Primary Contact Email Address: _____

Billing Contact Email Address: _____

Name & Title of Principal(s): _____

Name & Title of Authorized Signer(s): _____

Federal Employer Identification Number: _____

Charities Bureau Registration #: _____
(Only applies to not-for-profits.)

Legal Status: _____ **Corporation** _____ **Partnership**
_____ **Not-for-Profit** _____ **Other** _____

(Note: If conducting business under an assumed name (d/b/a), please include evidence of filing of certificate.)

New York State Business Enterprises

1. Is your business a New York State Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle)

Yes

No

“New York State Business Enterprise” is any business enterprise, including a sole proprietorship, partnership or corporation, which offers for sale, lease or other form of exchange, goods sought by any Agency and substantially manufactured, produced or assembled in New York State, or services, other than construction services, which are sought by any Agency and which are substantially performed within New York State. For purposes of construction services, a New York state business enterprise shall mean a business enterprise, including a sole proprietorship, partnership, or corporation, which has its principal place of business in New York State.

Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economics of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this Agency procurement are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Agency awarded contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of the awarded contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in Agency contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the contract award, thereby benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The Agency therefore expects proposers to provide maximum assistance to New York businesses in their use of the awarded contract. The potential participation of all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

1. Will New York State Businesses be used in the performance of this contract award?

(Please circle)

Yes

No

Minority Owned Business Enterprises

1. Is your company a Minority-Owned Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle) Yes No

2. If yes, has your company been certified as a Minority-Owned Business Enterprise?

(Please circle) Yes No

3. Is your company certified with New York State's Empire State Development Corporation (ESD)?

(Please circle) Yes No

If yes, please submit a copy of your company's most recent certification letter from ESD.

Minority-Owned Business Enterprise: Any business enterprise, including a sole proprietorship, a partnership, or a corporation that is:

- (i) At least 51% percent owned by one or more minority group members;
- (ii) An enterprise in which the minority ownership is real, substantial and continuing;
- (iii) An enterprise in which the minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) An enterprise authorized to do business in New York State and is independently owned and operated;
- (v) An enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certifications, with a person net worth that does not exceed three million five hundred thousand dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- (vi) An enterprise that is a small business¹

Minority Group Member: Any person that is a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

- (i) Black persons having origins in any of the Black African racial groups;
- (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- (iii) Native American or Alaskan native persons having origins in any of the original peoples of North America.
- (iv) Asian and Pacific Islander persons having origins in any of the Far East countries, Southeast Asia, the Indian sub-continent or the Pacific Islands.

¹"Small Business" means, unless otherwise indicated, a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of division of minority and women's business development in the department of economic development, but not to exceed 300, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto. The Director may issue regulations on the construction of the terms in this definition.

Women Owned Business Enterprises

1. Is your company a Women-Owned Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law?

(Please circle) Yes No

2. If yes, has your company been certified as a Women-Owned Business Enterprise?

(Please circle) Yes No

3. Is your company certified with New York State's Empire State Development Corporation (ESD)?

(Please circle) Yes No

If yes, please submit a copy of your company's most recent certification letter from ESD.

Women-Owned Business Enterprise: Any business enterprise, including a sole proprietorship, a partnership, or a corporation that is:

- (i) At least 51% percent owned by one or more United States citizens or permanent resident aliens who are women;
- (ii) An enterprise in which the ownership interest of such women is real, substantial and continuing;
- (iii) An enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (iv) An enterprise authorized to do business in the State of New York and is independently owned and operated;
- (v) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certifications, with a personal net worth that does not exceed \$3.5 million dollars, as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and
- (vi) An enterprise that is a small business²

Small Business Enterprises

1. Is your company a "Small Business Concern" in accordance with New York State Finance Law?

(Please circle) Yes No

2. If yes, has your company been certified by any municipal, NYS or Federal governmental agency?

(Please circle) Yes No

If yes, please submit a copy of your company's most recent certification letter from the governmental agency.

"Small Business Concern" means a business which is resident in the State of New York, independently owned and operated, not dominant in its field and employs one hundred or less persons.

²"Small Business" means, unless otherwise indicated, a business which has a significant business presence in the State of New York, is independently owned and operated, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the Director of division of minority and women's business development in the department of economic development, but not to exceed 300, taking into consideration factors which include, but are not limited to, Federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto. The Director may issue regulations on the construction of the terms in this definition.

Service-Disabled Veteran Owned Businesses

1. Is your company certified as a Service-Disabled Veteran-Owned Business (SDVOB)?
(Please circle) Yes No
2. If yes, has your company been certified as a SDVOB by the New York State Office of General Services (OGS)?
(Please circle) Yes No

If yes, please submit a copy of your company's most recent certification letter from OGS and provide your SDVOB Control Number (issued by OGS) in the following space: _____

"Certified Services-Disabled Veteran-Owned Business Enterprise" means a business enterprise, including a sole proprietorship, partnership, limited liability company or corporation that is:

- (a) at least 51% owned by one or more service-disabled veterans;
- (b) an enterprise in which such service-disabled veteran ownership is real, substantial, and continuing;
- (c) an enterprise in which such service-disabled veteran ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise;
- (d) an enterprise authorized to do business in the State of New York and is independently-owned and operated;
- (e) an enterprise that is a small business which has a significant business presence in the State of New York, not dominant in its field and employs, based on its industry, a certain number of persons as determined by the director, but not to exceed 300, taking into consideration factors which include, but are not limited to, federal small business administration standards pursuant to 13 CFR part 121 and any amendments thereto; and
- (f) certified by New York State's Office of General Services.

Vendor Certification:

Proposer/bidder certifies that to the best of his/her knowledge and belief, all information contained in this application is true and correct.

Name of Vendor: _____

Authorized Signature: _____

Print Name and Title: _____

Date: _____

Exhibit C
Iran Divestment Act Certification
(To Follow This Page)

**IRAN DIVESTMENT ACT CERTIFICATION
NOTICE FOR SOLICITATIONS**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Proposers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Proposer/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the New York State Division of Housing and Community Renewal (DHCR) receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DHCR will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DHCR shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DHCR reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

This form must be signed by an authorized executive or legal representative.

Legal Name of Proposer:

Printed Name of Proposer’s Authorized Representative:

Signature: _____

Date: _____

Exhibit D

Procurement Lobbying Provisions and Forms
(To Follow This Page)



PROCUREMENT LOBBYING PROVISIONS AND FORMS

Policy and Prohibitions Regarding Permissible Contacts during a Covered Procurement

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DHCR and an offerer/bidder during the procurement process. An offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the DHCR and, if applicable, Office of the State Comptroller to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DHCR employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the offerer/bidder is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services' website at: <http://www.ogs.ny.gov/BU/PC/SPC.asp>

Contract Termination Provision

The DHCR reserves the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the DHCR may exercise its termination right by providing written notification to the offerer/bidder in accordance with the written terms of this contract.



**Affirmation of Understanding of
and Agreement Pursuant to
State Finance Law §139-j (3) and §139-j (6) (b)**

Offerer affirms that it understands and agrees to comply with the procedures of the DHCR relative to permissible Contacts as required by State Finance Law §§ 139- j (3) and 139-K (6) (b).

Signature: _____ Date: _____

Print Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

**Certification of Compliance
With State Finance Law §139-k (5)**

Offerer certifies that all information provided to the DHCR with respect to State Finance Law §139-k is complete, true, and accurate.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____



**Offerer Disclosure of
Prior Non-Responsibility Determinations**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes



6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____

Title: _____

Exhibit E.1

Vendor Responsibility Questionnaire For Profit Questionnaire
(To Follow This Page)

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION

<u>Legal Business Entity Name</u> *		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone <div style="text-align: right;">ext.</div>	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.</p> <p><input type="checkbox"/> United States State _____</p> <p><input type="checkbox"/> Other Country _____</p>			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number			

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION

- 1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?
(Select "N/A," if Principal Place of Business is in New York State.)
- ☐ Yes ☐ No
☐ N/A

If "Yes," provide the address and telephone number for one office located in New York State.

- 1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?
- If "Yes," check all that apply:
- ☐ New York State certified Minority-Owned Business Enterprise (MBE)
☐ New York State certified Women-Owned Business Enterprise (WBE)
☐ New York State Small Business (SB)
☐ Federally certified Disadvantaged Business Enterprise (DBE)
- ☐ Yes ☐ No

- 1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (Enter 0% if not applicable)

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☐ Legal Business Entity

Note: If selecting this option, “Reporting Entity” refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF “REPORTING ENTITY” AND “ORGANIZATIONAL UNIT” FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, “Reporting Entity” refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

☐ Yes ☐ No

If “Yes,” enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.

For each person, include name and title. Attach additional pages if necessary.

Name

Title

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FOR-PROFIT BUSINESS ENTITY**

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each “Other,” provide an explanation which provides the basis for not definitively responding “Yes” or “No.” Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:

3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

For each “Yes” or “Other” explain:

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

4.0 Been <u>suspended or debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” explain:

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V. INTEGRITY – CONTRACT AWARD*Within the past five (5) years, has the reporting entity:*

5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” explain:

VI. CERTIFICATIONS/LICENSES*Within the past five (5) years, has the reporting entity:*

6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” explain:

VII. LEGAL PROCEEDINGS*Within the past five (5) years, has the reporting entity:*

7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” explain:

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VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant’s name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If “Yes,” did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes” to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
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FOR-PROFIT BUSINESS ENTITY**

IX. ASSOCIATED ENTITIES

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.
(See definition of “associated entity” for additional information to complete this section.)*

9.0 Does the Reporting Entity have any Associated Entities?

☐ Yes ☐ No

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).

If “No,” SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

☐ Yes ☐ No

- a) Any business-related activity; or
- b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

If “Yes,” provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?

☐ Yes ☐ No

If “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant’s name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the past five (5) years, has any Associated Entity:

- a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

☐ Yes ☐ No

- b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

- c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

☐ Yes ☐ No

- d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?

☐ Yes ☐ No

- e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

☐ Yes ☐ No

- f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

- g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☐ No

For each “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**NEW YORK STATE
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FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).
Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

☐ Yes ☐ No

If “Yes,” indicate the question number(s) and explain the basis for the claim.

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone ext.	Fax
Title	Email	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

Exhibit E.2

Vendor Responsibility Questionnaire For Non Profit Questionnaire
(To Follow This Page)

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			<u>New York State Vendor Identification Number</u>	
			Telephone ext.	Fax
Email		Website		
Authorized Contact for this Questionnaire				
Name:			Telephone ext.	Fax
Title			Email	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS				
1.0 Business Entity Type – Please check appropriate box and provide additional information:				
a) <input type="checkbox"/> Corporation (including PC)	Date of Incorporation			
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized			
c) <input type="checkbox"/> Limited Liability Partnership	Date of Registration			
d) <input type="checkbox"/> Limited Partnership	Date Established			
e) <input type="checkbox"/> General Partnership	Date Established	County (if formed in NYS)		
f) <input type="checkbox"/> Sole Proprietor	How many years in business?			
g) <input type="checkbox"/> Other	Date Established			
If Other, explain:				
1.1 Was the Business Entity formed in New York State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where Business Entity was formed:				
<input type="checkbox"/> United States State _____				
<input type="checkbox"/> Other Country _____				
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select ‘not required’ if the Business Entity is a General Partnership.</i>				<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required
If “No,” explain why the Business Entity is not required to be registered in New York State.				
1.3 Is the Business Entity registered as a Sales Tax vendor with the New York State Department of Tax and Finance?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Explain and provide detail, such as ‘not required,’ ‘application in process,’ or other reasons for not being registered.				

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY

I. BUSINESS CHARACTERISTICS

1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity compromising the Joint Venture.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 Does the Business Entity have an active Charities Registration Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____ If exempt, explain: _____ If an application is pending, enter date of application: _____ Attach a copy of the application	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS Number _____	
1.7 Is the Business Entity's principal place of business/Executive Office in New York State? If "No," does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office. _____	
1.8 Is the Business Entity's principal place of business/executive office:	
<input type="checkbox"/> Owned <input type="checkbox"/> Rented Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if 'other') _____	
Is space shared with another Business Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business Entity _____ Address _____ City _____ State _____ Zip Code _____ Country _____	
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.	
Name	Title
Name	Title
Name	Title
Name	Title
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.	
Name	Title
Name	Title
Name	Title
Name	Title

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no, proceed to Section III)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable): _____		
Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Affiliate	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

III. CONTRACT HISTORY

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes," attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Description.	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity or any Affiliate

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity or any Affiliate

5.0 Been suspended, cancelled or terminated for cause on any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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NOT-FOR-PROFIT BUSINESS ENTITY**

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the Business Entity or any Affiliate

7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY

Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.

Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to

8.0 A sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 An indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 A debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
For each "Yes" answer, provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE
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NOT-FOR-PROFIT BUSINESS ENTITY

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

If “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000? ☐ Yes ☐ No

If “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days? ☐ Yes ☐ No

If “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant’s name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If “Yes,” provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.

9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws? ☐ Yes ☐ No

If “Yes,” provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.

9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns? ☐ Yes ☐ No

If “Yes,” provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits?
 If “Yes,” did any audit reveal material weaknesses in the Business Entity’s system of internal controls ☐ Yes ☐ No
 If “Yes,” did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)? ☐ Yes ☐ No

For each “Yes” answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

☐ Yes ☐ No

Indicate the question number(s) and explain the basis for your claim.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
NOT-FOR-PROFIT BUSINESS ENTITY**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

Exhibit F

Financial Statements or Tax Returns as per Section 11.5.2(i)
(To Follow This Page)

Exhibit G

Conflicts of Interest, Section 11.5.2(ii)
(To Follow This Page)

Exhibit H

Disclosure of Commission (JCOPE) Findings, Section 11.5.2(iii)
(To Follow This Page)

Exhibit I

Statement of Licensure as per Section 11.5.2(iv)
(To Follow This Page)

Exhibit J

Disclosure of Pending or Prior Lawsuits or Investigations Disciplinary Actions
(To Follow This Page)