



Governor's Office of Storm Recovery



Andrew M. Cuomo
Governor

Lisa Bova-Hiatt
Executive Director

HOUSING TRUST FUND CORPORATION

Request for Proposals ("RFP")

for

Professional Services

for

Community Development Block Grant-Disaster Recovery
Temporary Staffing Services II

RFP # 201608_049

August 23, 2016

Responses must be received by
3:00 p.m. (Eastern), September 19, 2016

TABLE OF CONTENTS

1. GENERAL INFORMATION	4
1.1. Purpose.....	4
1.2. Description of Program(s).....	4
1.3. Diversity and Income Requirements.....	4
1.4. Anticipated Contract Term	5
2. RFP PROCESS AND ADMINISTRATIVE REQUIREMENTS	5
2.1. RFP Coordinator	5
2.2. RFP Timeline	5
2.3. Pre-Proposal Conference and Questions.....	6
2.4. Procurement Lobbying Provisions.....	6
2.5. Conflicts of Interest.....	6
2.6. Proposal Submission Format	7
2.7. Changes to Proposal Wording / Clarifications.....	8
2.8. Errors and Omissions in Proposal.....	8
2.9. Respondent’s Expenses.....	8
2.10. Selection of Proposal in Best Interests of the State	8
2.11. Notification of Selection	8
2.12. Number of Awards.....	8
2.13. Service Level Agreements	8
2.14. Withdrawal of Proposal	9
2.15. Rejection of Proposals / Cancellation of RFP.....	9
2.16. Ownership of Proposals	9
2.17. Waiver of Informalities.....	9
2.18. Proprietary Information	9
2.19. Confidentiality of Information.....	9
2.20. Collection and Use of Personal Information.....	9
2.21. RFP and Proposal as Part of Contract.....	10
3. SERVICES	10
3.1. Scope of Services.....	10
3.2. Key Deliverables.....	11
4. MINIMUM QUALIFICATIONS OF RESPONDENT	13
4.1. Requirement of Legal Entities	13
4.2. Required Qualifications of Respondent	13
5. SELECTION CRITERIA AND REGULATORY REQUIREMENTS	15
5.1. Evaluation Methodology.....	15
5.2. Selection Criteria	15
5.3. Format and Content of the Proposal	16
5.4. Price Proposal	22
5.5. Finalist Interview	22
5.6. Basis for Contract Award.....	23
5.7. Vendor Responsibility	23
5.8. Affirmation of Understanding Form.....	23
5.9. Offeror Disclosure of Prior Non-Responsibility Determinations Form	23
5.10. Non-Collusive Bidding Certification.....	23
5.11. General Federal Grant Requirements.....	23

5.12. HUD General Provisions 23
5.13. Standard Clauses for Contracts with HTFC..... 24
5.14. Iran Divestment Act..... 24

ATTACHMENTS AND APPENDICES

1. GENERAL INFORMATION

1.1. Purpose

The Governor's Office of Storm Recovery ("GOSR") of the Housing Trust Fund Corporation ("HTFC") seeks to procure Temporary Staffing Services in connection with its administration of U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant-Disaster Recovery ("CDBG-DR") funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2). This request for proposals ("RFP") is issued in accordance with the Procurement and Contract Guidelines of GOSR and in compliance with Section 2879a of the New York Public Authorities Law.

The purpose of this RFP is to obtain proposals from Respondents and to award contract(s) to provide Temporary Staffing Services across a broad range of CDBG-DR funded programs managed by GOSR. These services are detailed in section 3 of this RFP. Respondents to this RFP should thoroughly review the New York State Action Plan for Community Development Block Grant Disaster Recovery and all amendments thereto, as well as all Federal Register notices related to the CDBG-DR funds. The Action Plan and all amendments are located on the GOSR website at: <http://stormrecovery.ny.gov/funding/action-plans-amendments>.

1.2. Description of Program(s)

The Temporary Staffing Services to be procured through this RFP will support the implementation and administration of a broad range of programs for which CDBG-DR funds will be used including, but not limited to, housing grant and loan programs, business grant and loan programs, and a variety of community reconstruction and infrastructure development projects performed by municipalities, agencies, and other organizations that will help administer funds.

1.3. Diversity and Income Requirements

Pursuant to New York State Executive Law Article 15-A ("Article 15-A"), GOSR recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority- and Women-Owned Business Enterprises ("MWBEs"), and the employment of minority group members and women in the performance of all New York State funded GOSR contracts. GOSR is committed to ensuring that firms which are MWBE certified in New York State, or any other city or state, or the federal government, are encouraged to submit proposals in response to this RFP.

For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% for MWBE participation for the above described services performed under the contract(s) awarded pursuant to this RFP: 15% for Minority-Owned Business Enterprises and 15% for Women-Owned Business Enterprises.

In addition, in accordance with New York State Executive Law Article 17-B ("Article 17-B") governing NYS contracting requirements, HTFC hereby establishes a utilization goal of 6% for Service-Disabled Veteran-Owned Business ("SDVOB") participation. Refer to section 5.3.5.

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Urban Development Act of 1968, GOSR is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Further requirements for MWBE Contractor participation are detailed in Appendix A, “NYS MWBE Contractor Requirements and Procedures” of this RFP. Section 3 requirements are detailed in Section 30 of Appendix I, “HUD General Provisions.”

1.4. Anticipated Contract Term

It is anticipated that GOSR will award a multi-year Contract from this RFP with option to renew at the State’s discretion. GOSR reserves the right, prior to contract award, to determine the length of the initial contract term and each option to renew.

2. RFP PROCESS AND ADMINISTRATIVE REQUIREMENTS

2.1. RFP Coordinator

Shin Kim
 Chief Procurement Officer
 Governor’s Office of Storm Recovery
 25 Beaver Street
 New York, New York 10004
GOSRProcurement@stormrecovery.ny.gov

2.2. RFP Timeline

Target Date	Event
August 23, 2016	Release of RFP
August 30, 2016	Anticipated Pre-Proposal Conference *Teleconference information will be posted to website*
September 1, 2016	Last Day to Submit Questions – 3:00 p.m. (Eastern)
September 7, 2016	Issuance of Answers to Questions
September 19, 2016	Proposal Submission Deadline – 3:00 p.m. (Eastern)
TBD	Finalist Interviews (if applicable)
October 2016	Target Date for Selection

Please note that the RFP timeline includes target dates and may change. It is the responsibility of Respondents to periodically review the GOSR and HTFC websites for regular updates to the RFP timeline and other important information which may alter the terms or requirements of this RFP.

2.3. Pre-Proposal Conference and Questions

A pre-proposal conference will be scheduled to discuss this RFP, accept questions, and provide preliminary responses. GOSR is in the process of scheduling the conference and will post an update to the Governor's Office of Storm Recovery "Procurement Opportunities" webpage at: <http://stormrecovery.ny.gov/doing-business-with-gosr/rfps>.

Interested firms are strongly encouraged to check the "Procurement Opportunities" webpage frequently for updates and additional information pertaining to this RFP. All questions and correspondence must be sent to GOSRProcurement@stormrecovery.ny.gov. Any correspondence or questions regarding this RFP sent to any other email will not receive a response. All questions must reference this specific RFP in the subject line of the email. The subject line for questions related to this RFP should read "**RE: RFP Question – Temporary Staffing Services.**" Answers to all substantive questions, including those arising from the pre-proposal conference, will be posted on the GOSR "Procurement Opportunities" webpage listed above as soon as practical following the deadline for question submission.

2.4. Procurement Lobbying Provisions

Pursuant to State Finance Law §§ 139-j and 139-k, this RFP includes and imposes certain restrictions on communications between GOSR and Respondents during the solicitation process. A Respondent is restricted from making contacts, from the earliest notice of intent to solicit offers through final award and approval of the contract (the restricted period), with GOSR staff other than the RFP Coordinator unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

GOSR employees are required to obtain certain information when contacted during the restricted period and make a determination of responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility can result in the rejection for contract award and, in the event of two (2) findings within a four-year period, the Respondent is debarred from obtaining governmental procurement contracts. Information on these requirements can be found at:

<http://www.ogs.state.ny.us/aboutogs/regulations/defaultAdvisoryCouncil.html>

For all lobbying law contacts and inquiries, please contact:

Natalie Dennery

Lobbying Contact Officer

Governor's Office of Storm Recovery

GOSRProcurement@stormrecovery.ny.gov

Email must indicate subject: **RE: Lobbying Inquiry**

2.5. Conflicts of Interest

In the event of real or apparent conflicts of interest, GOSR reserves the right to impose additional conditions upon Respondents. The selected Respondent will be subject to the provisions on conflicts of interest set forth in section 74 of the New York State Public Officers Law. GOSR reserves the right to cancel any contract awarded pursuant to this RFP upon 30 days

written notice in the event that an actual conflict of interest, or the appearance of such conflict, is not cured to GOSR's satisfaction. Prior to responding to this RFP, you must perform a conflict of interest inquiry and disclose to GOSR in your proposal any and all potential conflicts of interest that exist or may exist for your organization or your subcontractors or affiliates in relation to the scope of work contained in this document.

2.6. Proposal Submission Format

Proposal submissions to this RFP must be filed electronically in Portable Document Format (pdf) file. Unless otherwise noted, Respondents must complete and submit all forms, information, and other documentation listed herein (including, without limitation, any Attachments and Appendices to this RFP) as part of their electronic submissions. Respondent is responsible to ensure that emails and attachments are delivered in a legible format.

Any proposal delivered after the submission deadline will not be evaluated. Delivery delays shall not excuse late submissions. Respondents are responsible for ensuring that emails/attachments are delivered on time in a legible format. Complete Proposals, including all parts, must be received by the deadline in order for a Proposal to be considered timely. Respondents assume all risks associated with delivery. In all instances, GOSR's determination regarding the completeness and timeliness of any Proposals shall be at the sole discretion of GOSR and shall be final.

Proposals must be submitted by email to:
GOSRProcurement@stormrecovery.ny.gov

Proposals must be delivered by email in two parts no later than the Proposal submission deadline. Part one shall include the Price Proposal. The email subject shall indicate **RE: Bid Proposal for Temporary Staffing Services – Price Proposal**. Part two shall include the Technical Proposal along with all attachments and completed forms. The email subject shall indicate **RE: Bid Proposal for Temporary Staffing Services – Technical Proposal and Attachments**.

There is a 40-page total limit except that résumés, curricula vitae, appendices that document relevant work performed, and screen shots of potential project management systems do not count against the page limit. Proposal font size shall not be any less than 12 point, with 1-inch margins, with the exception of tables and charts, but such text must be clearly legible. Respondents are encouraged to submit only relevant and necessary information.

Respondents shall not make any aspect of a Proposal contingent upon the use of State of New York personnel, property, or equipment.

GOSR will consider Proposals to this RFP that are presented in a consistent and easily comparable format. Proposals that are not organized in the manner set forth in this RFP may be considered nonresponsive at the sole discretion of GOSR. Do not refer to other parts of your Proposal, or to information that may be publicly available elsewhere, or to your website, or to another website in lieu of presenting the information in your Proposal.

Proposals must include a cover letter stating that: (a) the information submitted in and with the Proposal is true and accurate; and (b) the person signing the cover letter is authorized to submit the Proposal on behalf of the Respondent.

2.7. Changes to Proposal Wording / Clarifications

The Respondent shall not change the wording of its Proposal after the submission and no words or comments will be added to the Proposal unless requested by GOSR for purposes of clarification.

2.8. Errors and Omissions in Proposal

GOSR reserves the right to reject a Proposal that contains an error or omission. GOSR also reserves the right to request correction of any errors or omissions and/or to request clarification or additional information from any Respondent, without opening up clarifications for all Respondents. Respondents will be provided a reasonable period of time in which to submit written responses to GOSR's request for clarification or additional information. Respondents shall respond by the deadline stated in the correspondence.

2.9. Respondent's Expenses

Respondents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with GOSR, if any. GOSR will not be liable for any claims, costs or damages incurred by the Respondent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

2.10. Selection of Proposal in Best Interests of the State

Notwithstanding the selection criteria set forth in the RFP, GOSR reserves the right to select a Proposal that, in its sole judgment, is consistent with and responsive to the goals of the State's CDBG-DR Action Plan, irrespective of whether it is the apparent lowest-priced Proposal, if it is determined by the Executive Director of GOSR and the Commissioner of NYS HCR to be in the best interests of the State of New York.

2.11. Notification of Selection

The selected Respondent(s) will be issued a Letter of Intent to Contract, via email.

2.12. Number of Awards

At the sole discretion of GOSR, and based upon the breadth and experience of Respondents to this RFP, GOSR may award contracts to more than one Respondent. GOSR currently anticipates awarding multiple contracts pursuant to this RFP.

Nothing in this section shall be construed to limit in any way GOSR's right, in its sole discretion, to cancel this RFP.

2.13. Service Level Agreements

GOSR expects to select Respondent(s) that will agree to clearly-defined service level agreements (“SLAs”), as yet to be determined but to be included in any final contract between the parties. Such SLAs will be established and agreed upon to ensure a timely, efficient, equitable, and transparent recovery process. Fees payable under this contract will be contingent upon compliance with the terms of these SLAs and other pre-agreed metrics for success. GOSR reserves the right to cancel any contract awarded pursuant to this RFP, or withhold payment of funds under any contract awarded pursuant to this RFP, for failure to adhere to these SLAs.

2.14. Withdrawal of Proposal

A Respondent may withdraw a Proposal at any time up to the date and time that the contract is awarded. The withdrawal must be submitted in writing to the RFP Coordinator.

2.15. Rejection of Proposals / Cancellation of RFP

Issuance of this RFP does not constitute a commitment by GOSR to award a contract. GOSR reserves the right to accept or reject, in whole or in part, all Proposals submitted and/or to cancel this solicitation and reissue this RFP or another version of it, if it determines that doing so is in the best interest of the impacted communities or the State of New York.

2.16. Ownership of Proposals

All documents, including Proposals submitted to GOSR, become the property of GOSR. They will be received and held in confidence by GOSR, subject to the provisions of the *Freedom of Information Law*. Selection or rejection of a Proposal does not affect this provision.

2.17. Waiver of Informalities

GOSR reserves the right to waive any informalities and/or irregularities in a Proposal if it determines that doing so is in the best interest of the impacted communities or the State of New York.

2.18. Proprietary Information

Only information considered trade secrets or non-published financial data may be classified as proprietary or confidential. Such information within the Proposal must be clearly marked. Proposals containing substantial contents marked as confidential or proprietary may be rejected by GOSR. Provision of any information marked as confidential or proprietary shall not prevent GOSR from disclosing such information if required by law. The awarded contract(s), and all prices set forth therein, shall not be considered confidential or proprietary and such information may be made publicly available.

2.19. Confidentiality of Information

Information pertaining to GOSR obtained by the Respondent as a result of participation in this RFP is confidential and must not be disclosed without written authorization from GOSR.

2.20. Collection and Use of Personal Information

Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning their employees and/or employees of any subcontractors. If this RFP requires Respondents to provide GOSR with personal information of employees who have been included as resources in their Proposal to this RFP, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to GOSR. Such written consents are to specify that the personal information may be forwarded to GOSR for the purpose of responding to this RFP and used by GOSR for the purposes set out in the RFP. GOSR may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents shall immediately supply such originals or copies to GOSR.

2.21. RFP and Proposal as Part of Contract

This RFP and the selected Respondent's Proposal will become part of any contract between GOSR and the Respondent. In the event that the terms of the RFP or Proposal conflict with the contract, the contract terms shall control.

3. SERVICES

3.1. Scope of Services

The general scope of services is to provide temporary staffing services for GOSR in New York City, Long Island and Upstate as requested. GOSR is seeking a staffing firm whose resources possess specific skills for each of the titles listed below. Refer to job descriptions in Attachment-Part 1.

Temporary staffing services are to be provided for, but not limited to, the following positions:

- Administrative Assistant
- Business Analyst
- Compliance Officer
- Contract Manager
- Data Analyst
- Executive Assistant
- File Clerk
- Financial Analyst
- Human Resources Assistant
- Human Resources Manager
- Information Technology Specialist
- Paralegal
- Policy Analyst
- Procurement Analyst
- Program Administrator
- Program Assistant
- Program Manager

- Project Coordinator
- Project Manager
- Receptionist
- Unknown

Selected Respondents must be prepared to commence these services within thirty (30) days of the issuance of a Task order, at the direction of GOSR.

3.2. Key Deliverables

The key deliverables to be provided include the following:

- Vendor's temporary employees will perform under GOSR's operational supervision. GOSR shall provide operational supervision to Vendor's employee, which includes, but is not limited to, directing and controlling the manner in which work is to be performed.
- Vendor will provide overall personnel management and staffing services, which will include, but not be limited to, the following:
 - Recruitment and preliminary selection of qualified candidates for the positions described in Attachment 1-Part 1 of this RFP;
 - Maintaining a pool of qualified candidates that will continuously be made available as needed and required by GOSR. The pool of potential candidates must be sufficient to meet GOSR's needs within five (5) business days of the request;
 - Responsible for the hiring and termination of employees;
 - Responsible for disciplining employees;
 - Vendor must provide and perform sufficient proficiency background and reference verification screening. The process should include sophisticated screening methods, such as personal interviews, reference checks, computer testing, and psychological evaluations, criminal background checks, drug testing, and social security tracing, as applicable. GOSR reserves the right to request and view background screening results.
- Vendor will assume all legal responsibility as the employer of the temporary service employee, including payment of wages and other compensation due to employees. In addition, Vendor shall maintain compliance with all Federal and State payroll tax requirements, including but not limited to:
 - Payroll and related forms
 - Payment of social security, Medicare and withholding taxes
 - Benefits, as applicable
 - Worker's compensation insurance
 - Statutory disability benefits
 - Unemployment insurance
 - Other costs required by law or ordinarily furnished by Vendor
 - Computation of all payroll records and expenses and release of paychecks to employees
 - Provide all W-2 forms, as appropriate

- Provide general liability for each employee, as required
- Furnish reports detailing employee work activity in a form and frequency to the satisfaction of GOSR.
- Vendor will provide GOSR with needed resources during peak demand periods, staffing shortages, or the vacations of regular employees;
- Vendor must accurately communicate and describe the job duties required to the temporary employee;
- Vendor must ensure temporary employees report to work at the time and place specified by GOSR;
- Vendor shall replace, at no additional cost to GOSR and within forty-eight (48) hours, any temporary employee not performing to GOSR’s satisfaction;
- Vendor will make any arrangements necessary for GOSR to conduct interviews of potential temporary employees;
- Vendor shall perform all services provided in the contract in accordance with customary and reasonable industry standards;
- GOSR’s exact needs are unpredictable; however, the position titles specified in section 3.1 of the RFP includes those classifications from which GOSR is most likely to draw.
- Vendor must provide time off benefits as follows:
 - Paid Time Off (PTO): 80 annual hours for personal and/or vacation. Accrual rate: 1 hour for every 30 hours worked with no rollover from year to year. Vendor will be reimbursed by GOSR at a fixed multiplier rate of 1.20 for these hours. See Price Proposal Form, Attachment 1-Part 2.
 - Holiday Pay for all New York State observed holidays. Vendor will be reimbursed by GOSR at a fixed multiplier rate of 1.20 for these hours. See Price Proposal Form, Attachment 1-Part 2.
 - Earned Sick Time: 40 annual hours or otherwise in accordance with New York City’s Paid Sick Leave Law. Accrual rate: 1 hour for every 30 hours worked with no rollover from year to year. Vendor will **NOT** be reimbursed by GOSR for these hours.
- Vendor must offer health insurance coverage to GOSR temporary employees that meet or exceed the standards of the Affordable Care Act of 2010 – Platinum Plan (for New York City – Zip Code 10004) or the State of New York. See chart below for temporary employee’s bi-weekly contribution (Note: The chart below is reflective of employee contributions under the New York State Health Insurance Program (NYSHIP) 2016 Rates for the Empire Plan. These rates may change in the out years as per NYSHIP. Vendor will be notified in writing of any changes to the employee contribution. The bi-weekly employee contribution shall be what is stated under NYSHIP for the appropriate plan year).

For employees with annualized salaries equal to \$42,000 or less		For employees with annualized salaries greater than \$42,000	
Individual	Family	Individual	Family
\$37.50	\$161.62	\$50.01	\$192.52

- Temporary Employee Classifications: the classifications specified are general guidelines only. As GOSR's needs change other classifications may be included. At that time, GOSR will submit a job description to each qualified Vendor in order to solicit hourly rate ranges for the new or modified position.
- Straight Time/Overtime/Minimum Hours
 - Straight time shall be defined as working a maximum of 40 hours per work week.
 - Overtime shall be defined as exceeding 40 hours per work week, exclusive of any PTO and/or Sick Leave time taken during the relevant billing cycle, and exclusive of any make up time for preceding pay period(s).
 - Any overtime must be pre-approved in writing by GOSR and will be determined on a case-by-case basis.
 - GOSR will pay only for hours of service it receives from temporary employees. GOSR guarantees no minimum number of hours per job assignment nor does it guarantee a minimum number of hours per contract.
- Travel
 - Travel expenses to and from GOSR offices shall not be reimbursable to Vendor.
 - Should travel be required for a legitimate GOSR work activity or function, travel expenses shall be reimbursable in accordance with HTFC's Travel Policy (Attachment 3).
 - Travel time outside the standard workday schedule will not be reimbursable to Vendor.
 - Any and all travel-related activities must be pre-approved in writing by GOSR and will be determined on a case-by-case basis.
- GOSR reserves the right to initiate wage increases and/or promotions at any time. GOSR-initiated wage increases will have no effect on the dollar value of the applicable mark-up unless the temporary employee is promoted to a new position title that warrants a different mark-up identified on the price proposal. Any Vendor-initiated wage increase shall not be charged to GOSR.
- No permanent placement fees will be offered under this RFP.
- Vendor may propose an alternative 1099 contract employee option for services.

4. MINIMUM QUALIFICATIONS OF RESPONDENT

4.1. Requirement of Legal Entities

Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the State of New York at the time of the submission of their Proposal to this RFP. Such Respondents shall attach a certificate of good standing from the New York Secretary of State to their Proposals.

4.2. Required Qualifications of Respondent

4.2.1. GOSR will consider only those Proposals that meet any one of the following criteria:

- a) The Respondent must be a Minority and Women-Owned Business Enterprise (MWBE) certified by New York State; or
- b) The Respondent must be a registered joint venture or have a valid legal agreement as a joint venture, with at least one of the entities in the venture being a New York State-certified MWBE or with at least two of the entities in the venture being a New York State-certified MBE and a New York State-certified WBE; or
- c) The Respondent must indicate a commitment to a good faith effort to achieving HTFC's goal of subcontracting no less than 30% of any awarded job to a New York State-certified M/WBE for each and every project awarded. Refer to section 5.3.5.

4.2.2. Respondent has, or will have prior to commencement of work, all necessary licenses, certifications, approvals, and other needed credentials to perform work in New York State pursuant to this RFP.

4.2.3. Neither Respondent, nor any person or entity associated or partnering with Respondent, has been the subject of any adverse findings that would prevent GOSR from selecting Respondent. Such adverse findings include, but are not limited to, the following:

- 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 or another state
- Pending litigation with New York State, any other state, or a municipality located in New York or another state
- 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 Respondent or by any entity or individual that comprises Respondent
- Past or pending voluntary or involuntary bankruptcy proceeding
- Conviction for fraud, bribery, or grand larceny
- Listing on the federal or state excluded parties lists

4.2.4. Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Financial records for the past 2 years must be included in the Proposal.

4.2.5. Respondent is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

4.2.6. Respondent has a satisfactory performance record.

4.2.7. Respondent has a satisfactory record of integrity and business ethics.

4.2.8. Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

4.2.9. Respondent has thoroughly reviewed the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), all pertinent Federal Register notices, and the New York State Action Plan and all amendments thereto.

4.2.10. Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.

5. SELECTION CRITERIA AND REGULATORY REQUIREMENTS

5.1. Evaluation Methodology

GOSR will evaluate all Proposals that are received in a proper and timely manner to determine whether they meet the submission requirements. GOSR will evaluate each Proposal based on the “Best Value” concept. This means that the Proposal which “optimizes quality, cost, and efficiency among responsive and responsible respondents” shall be selected for award (State Finance Law, Article 11, § 163).

GOSR, at its sole discretion, will determine which Proposal best satisfies its requirements. All Proposals deemed to be responsive to the requirements of this RFP will be evaluated and scored for technical qualities and price. Proposals that are materially deficient in meeting the submission requirements of this RFP or have omitted material documents may be eliminated from consideration at the sole discretion of GOSR. The evaluation process will include technical and price evaluations and will be conducted as set forth herein.

GOSR reserves the right to award contracts on the basis of initial proposals received, without discussions; therefore, the Respondent’s initial proposal should contain its best technical and price terms.

5.2. Selection Criteria

Proposals will be checked against the minimum qualifications. Proposals meeting the minimum requirements will be further assessed and preliminarily scored against the following selection criteria.

Selection Criteria	Points Available
Project Experience and Capacity	30 points
Approach and Methodology	30 points
Commitment to Compliance with Regulations	20 points
Price Proposal	20 points
TOTAL POINTS AVAILABLE	100

5.3. Format and Content of the Proposal

The Respondent's Proposal shall be submitted in the following format and sequence to ensure that it receives full consideration during evaluations and that the evaluations are handled in an efficient and consistent manner. All pages should be consecutively numbered.

5.3.1. Cover Letter and Table of Contents

The Proposal submission shall include cover letter certifying that the information submitted in and with the Proposal is true and accurate, and that the person signing the cover letter is authorized to submit the Proposal on behalf of the Respondent. The cover letter shall also specify the primary contact person for the Respondent (name, title, location, telephone number, and email address). The Proposal shall include a table of contents that clearly identifies the location of all material within the Proposal by section and page number.

5.3.2. Executive Summary

The Proposal shall include an executive summary that contains a description of the Respondent's legal status (e.g., individual practitioner, partnership, limited liability company, corporation, non-profit organization, charitable institution, etc.), background, mission, and an explanation of the types of services the Respondent provides that relate to this RFP. The Summary shall briefly describe any significant changes to the management and/or structure of the Respondent that are related to the work contained in this RFP, including any mergers that occurred in the last five (5) years.

Respondent shall provide financial statements for the previous two (2) years.

Respondent shall submit a completed Respondent Overview form (page 1 of the RFP Appendices) which includes the name, address, telephone, fax, and email of the Respondent and the names of all principals and staff that will be providing the Temporary Staffing Services, as well as all subcontractors and sub-consultants proposed.

5.3.3. Project Experience and Capacity

The Proposal shall include a Summary of prior work engagements evidencing directly related experience to the requested RFP scope. The Summary shall identify disaster recovery engagements with entities comparable to New York State for which the Respondent provides, or has provided, similar services within the last (5) years. The Summary shall detail at least three (3), but no more than five (5), similar engagements with private/public sector clients of similar size and complexity to the State that demonstrate direct experience with the scope of services to be provided. Respondents who have demonstrated experience and success in providing such services will be scored higher than those who do not. Each example should include:

- a) Name of client organization;
- b) Description of the engagement and project objectives, including start and end dates, and relevance of the referenced assignment to this GOSR RFP;
- c) Examples of recommendations offered to the client, including specific results, that would demonstrate successes experienced by the client as a result of the recommendations;
- d) Any performance metrics and improvements delivered;
- e) If the example involves a private sector client, a description of how the experience could be applied to the public sector.

Respondent shall provide a summary of its capacity to perform the given scope of work. This narrative should highlight the Respondent's ability to perform Temporary Staffing Services. Respondents must clearly identify the ability to provide sufficient capacity for the efficient and timely implementation and administration of the work. Proposals that clearly demonstrate existing capacity and/or quick ramp up capabilities will be scored higher than those that do not.

If a Respondent will be subcontracting or partnering for any portion of the work, then the Respondent shall summarize the qualifications and experience of the relevant sub-contractor(s).

Please note that all subcontractors and sub-consultants of the selected Respondent, prior to and after the issuance of a contract, will require the prior written approval of GOSR.

The Proposal shall include at least three (3) references for the Respondent and for all partners, sub-consultants and subcontractors. Respondents are required to provide a reference for any disaster-related experience they list in this section. Each reference should include the name, title, company, address, phone number and email address of the reference, and a brief summary of the relationship between the reference and the Respondent.

GOSR reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references, depending on what the State deems to be the most effective and efficient manner. GOSR is not responsible for the lack of responsiveness of the references listed by Respondents, and the State is

not required to notify Respondents of its inability to connect with a reference during the Proposal evaluation period. References should be available and aware of their inclusion in the Respondent's Proposal and pending contact. Inability to make contact with a reference will not be looked upon favorably. In addition, GOSR reserves the right to contact other sources not necessarily identified in the Proposal to obtain information about Respondents.

5.3.4. Approach and Methodology

Respondents that present a clear and straightforward work plan for all aspects of execution of services, which is based on a well-defined timeline for delivery of key goals and objectives, and places emphasis on high standards for the delivery of services in expectation of meeting or exceeding these goals, will score higher than those who do not.

The Proposal shall explain how the Respondent will achieve the goals, objectives, tasks, and deliverables outlined in this RFP, including a detailed narrative describing the unique process which the Respondent would apply to Temporary Staffing Services. The Proposal shall address why the proposed approach is appropriate and suited for the specific RFP scope. Proposals must provide examples of how the proposed approach has achieved success in specific, relevant projects for public or private sector organizations similar in size and complexity to New York State government. This section must contain enough information to ascertain the success of the projects accomplished by the Respondent, and shall include the metrics and factors used to demonstrate that those projects and the Respondent's approach were indeed successful.

Respondent shall provide a detailed approach for establishing Temporary Staffing Services. The Proposal shall also describe the Respondent's management and quality control measures and shall include samples of existing or planned methodologies that will support the project or program, including plans, reports, tools, and other aspects related to implementation of this work, and specific procedures for ensuring compliance with all federal and state legal requirements related to this scope and operations with and for GOSR. Provide an organizational chart that shows how and by whom coordination will take place with GOSR.

5.3.5. Commitment to Compliance with Regulations

Respondents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the work to be performed under this RFP.

All Respondents must comply with the below legal and regulatory requirements. In addition, all Respondents must complete and submit all applicable forms in the Appendices. For the purpose of this RFP, Respondents shall submit with their Proposal the following forms:

- Form HUD-60002 Section 3 Summary Report
- Form PROC-1 Equal Employment Opportunity Staffing Plan
- Form PROC-2 M/WBE Utilization Plan
- Form PROC-4 M/WBE and EEO Policy Statement

- Form PROC-8 EEOC Statement
- Attachment - Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

In a narrative format, Respondents must demonstrate a commitment to complying with all applicable Federal, State, and local regulations, including M/WBE, SDVOB, and Section 3 income requirements, and clearly explain how they plan to achieve the legal and regulatory compliance requirements.

5.3.5.1. New York State Law

Pursuant to New York State Executive Law Article 15-A, Article 17-B, and 5 NYCRR 140-145, GOSR recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises, service-disabled veteran-owned business (SDVOB) enterprises, and the employment of minority group members, women, and service-disabled veterans in the performance of GOSR contracts. GOSR encourages firms that are M/WBE certified and SDVOBs in New York State, or any other city or state, or the federal government, to respond to this RFP.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that GOSR establishes goals for maximum feasible participation of New York State Certified minority- and women- owned business enterprises ("MWBE") and the employment of minority group members and women in the performance of New York State contracts.

5.3.5.2. Business Participation Opportunities for MWBEs

GOSR is committed to achieving significant MWBE participation in its contracts and will use good faith efforts to ensure that qualified MWBE firms are included in the selection of a firm to provide the above described services. For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% for MWBE participation - 15% for New York State certified minority-

owned business enterprises (“MBE”) participation and 15% for New York State certified women-owned business enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or making other joint venture arrangements, with certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate in the above-described services performed under the contract(s) awarded to the successful Respondent(s).

A Contractor who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that GOSR may withhold payment pending receipt of the required MWBE documentation. 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 GOSR may withhold payment from the Contractor as liquidated damages or other appropriate sanctions.

The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how GOSR will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

Include the following in the Respondent’s submission:

- a) If the Respondent is a New York State-certified M/WBE firm, provide documentation evidencing registration. For M/WBE firms that are not certified but have applied for certification, provide evidence of filing, including the filing date.
- b) A description of the instances, if any, in which the Respondent has worked with M/WBE firms on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Submissions should include the nature of the engagement, how such arrangement was structured, and a description of how the services and fees were allocated.
- c) A statement of the Respondent’s willingness, if any, to engage in M/WBE partnering or mentoring arrangements with an M/WBE firm selected by the Respondent. Such statement should include an explanation of how the Respondent would suggest structuring such an arrangement and allocating services and fees between the firms participating in the arrangement.
- d) Provide a plan for ensuring the participation of minority group members and women in accordance with the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC, attached hereto as Appendix III.

5.3.5.3. Section 3 of the Housing & Urban Development Act of 1968

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Urban Development Act of 1968, GOSR is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

A “Section 3 resident” is: 1) a public housing resident; or 2) a low- or very low- income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. A “Section 3 business concern” is a business that can provide evidence that they meet one of the follow criteria: 1) 51 % or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

Further requirements for Section 3 contracts are detailed in Section 30 of Appendix I, “HUD General Provisions.”

5.3.5.4. Business Participation Opportunities for Service-Disabled Veteran-Owned Business (SDVOBs)

GOSR is committed to achieving significant SDVOB participation in its contracts and will use good faith efforts to ensure that qualified SDVOB firms are included in the selection process. This is in addition to the MWBE utilization requirements. In accordance with New York State Executive Law Article 17-B, governing NYS contracting requirements, HTFC hereby establishes a utilization goal of 6% for SDVOB participation. Respondents to this RFP and any subsequent contracts will be strongly encouraged and expected, to the maximum extent practical and consistent with the legal requirements of the State Finance Law and the Executive Law, to use responsible and responsive SDVOBs in the fulfilment of the requirements of the contract that are of equal quality and functionality to those that may be obtained from non-SDVOBs. A Contractor who is selected for the subject Contract must document its good faith efforts to provide meaningful participation by SDVOBs in the performance of the contract and the Contractor agrees that GOSR may withhold payment pending receipt of the required SDVOB documentation.

5.4. Price Proposal

Complete the Price Proposal Form, Part 2 - Rates (Attachment 1):

Wage Rate

- a) Use the titles provided, even if these are not consistent with the Respondent's existing titles.
- b) Include one multiplier/mark-up for each labor category noted on the Price Proposal Form.
- c) Resulting rates should be the Respondent's lowest discounted governmental rates.
- d) Note that the hourly rates are all inclusive.
- e) The Price Proposal Form should be signed by the individual who signs the Proposal cover page.
- f) For unknown titles for temporary staffing resources that have yet to be identified: Respondents must provide the mark up associated with titles to be identified by GOSR or the Respondent at a later date.
- g) For PTO and Holiday Pay, Vendor will be reimbursed by GOSR at the specified multiplier rate of 1.20 on top of the relevant wage rate for these hours.

Health Insurance

- h) Provide the firm's bi-weekly cost of the Affordable Care Act – Platinum Plan (for New York City – Zip Code 10004) for Individual and Family chargeable to GOSR. This cost should be the health insurance cost under the Platinum Plan less the employee's contribution. Employee's bi-weekly contribution amounts are listed in Section 3.2 of the RFP and at the bottom of the Price Proposal Form.

Respondents that regularly use pricing models other than what is required above may elect to submit an Alternate Cost Structure ("ACS") in addition to their completed Price Proposal Form. The ACS should clearly describe the pricing model used and provide a clear explanation of how the rates/multipliers and other information proposed on the Price Proposal Form correlate to the described ACS fees. This information may be used, at the sole discretion of GOSR, when selecting a Respondent and/or negotiating a contract with the selected Respondent. Respondents that do not submit a completed Price Proposal Form may not be evaluated. GOSR reserves the right to select any payment structure that is in the best interest of the State of New York.

5.5. Finalist Interview

GOSR reserves the right, at its sole discretion, to invite qualified Respondents to a finalist interview at a time and place chosen by GOSR. If GOSR elects to conduct finalist interviews, Respondents will be required to give a strictly timed presentation. This presentation should highlight Temporary Staffing Services provided for similar organizations. GOSR may alter the scoring of a qualified Respondent's Proposal based upon the presentation. GOSR, at its sole discretion, may choose the time and place of this interview. Respondents are responsible for all costs or expenses incurred to attend such interview.

5.6. Basis for Contract Award

A contract(s) will be awarded to the responsible Respondent whose Proposal is determined to be the most advantageous to the State, taking into consideration the price and such other factors or selection criteria which are set forth in this RFP. GOSR currently anticipates awarding multiple contracts pursuant to this RFP. The State does not guarantee any minimum services to any one contractor.

5.7. Vendor Responsibility

Respondents shall complete and include in the Proposal a Vendor Responsibility Questionnaire (“VRQ”) for both itself and for proposed partner(s), sub-consultants, and sub-contractor(s). The form can be found at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm. Select the VRQ that best matches the business type (either For-Profit or Not-For-Profit) and business activity (Construction or Other). Do not send the completed VRQ to the Office of the State Comptroller (“OSC”) or refer to the OSC database unless specifically requested.

5.8. Affirmation of Understanding Form

Complete and sign the Affirmation of Understanding and Agreement Pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b), attached hereto as Appendix A (a form in Appendices).

5.9. Offeror Disclosure of Prior Non-Responsibility Determinations Form

Complete and sign the Offeror Disclosure of Prior Non-Responsibility Determinations, attached hereto as Appendix B (a form in Appendices).

5.10. Non-Collusive Bidding Certification

Complete and sign the Non-Collusive Bidding Certification (a form in Appendices).

5.11. General Federal Grant Requirements

Because the contract is being funded with federal funds, the contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget’s (“OMB”) applicable circulars. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the Respondent shall adhere to any applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from the fee or compensation to Respondent.

5.12. HUD General Provisions

Because the contract is being funded with HUD funds, the contract shall be governed by certain general HUD terms and conditions, attached hereto as Appendix I. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix I, and any subsequent changes made by HUD.

5.13. Standard Clauses for Contracts with HTFC

Because the ultimate contract will be between the Respondent and HTFC, the contract shall be governed by certain standard HTFC terms and conditions, attached hereto as Appendix II. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix III, and any subsequent changes deemed appropriate by HTFC.

5.14. Iran Divestment Act

Every bid or proposal made to HTFC/GOSR pursuant to a competitive solicitation must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"By submission of this bid or proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

The list in question is maintained by the Office of General Services. A Proposal that fails to certify compliance with this requirement may not be accepted as responsive.

ATTACHMENTS AND APPENDICES

Attachment 1 – Price Proposal Form

Attachment 2 – Insurance Requirements

Attachment – Use of Service-Disabled Veteran-Owned Business Enterprises in Contract
Performance

Appendix A (Form) – Affirmation of Understanding and Agreement Pursuant to State Finance
Law § 139-j (3) and § 139-j (6) (b)

Appendix B (Form) – Offeror Disclosure of Prior Non-Responsibility Determinations

Appendix I – HUD General Provisions

Appendix II – Standard Clauses for Contracts with the Housing Trust Fund Corporation

Appendix III – Diversity Forms

Appendix IV – Construction Requirements and Procedures for Contracts with Housing Trust
Fund Corporation

Appendix A – Standard Clauses for NYS Contracts

Attachment 3 – HTFC Travel Policy

Attachment 1

Price Proposal Form **Part 1 - Description of Positions and Titles**

The following represents the general descriptions for the staffing categories to be utilized in the Respondent's Proposal and, if awarded, the resulting Contract:

Administrative Assistant

Job duties include but are not limited to:

- Providing administrative support, including: phone coverage, scheduling meetings, conference calls, booking conferences rooms, processing travel requests, maintaining calendars.
- Arranging appointments and travel, and preparing subsequent expense reports.
- Transferring external inquiries to appropriate individuals for response.
- Preparing and editing general office correspondence and assist in the management of e-mail correspondence.
- Gathering and preparing presentation materials.
- Maintaining files, paper and electronic.
- Entering data into appropriate database systems.
- Conducting research and analyses on topics, as directed. Ensuring research submitted is thorough, concise and within prescribed timeframe.
- Typing correspondence, specifications, reports, memos and proposals.
- Handling special projects, as needed.
- Providing other administrative support to team where requested.

Business Analyst

Job duties include but are not limited to:

- Documenting functional requirements for new and existing applications.
- Recommending business process improvements to increase visibility, efficiency, and improve data and process management.
- Documenting functional design for new and existing applications.
- Leading and participating in user acceptance testing of applications.
- Creating project plans for new projects and updating project plans as the project progresses.
- Providing project management support throughout the duration of application development.
- Communicating project status and risks, and managing risks with stakeholders.
- Coordinating and working closely with development staff and stakeholders.
- Providing support to managers and directors.

Compliance Officer

Job duties include but are not limited to:

- Working closely with the Director of Monitoring and Compliance to manage all monitoring and reporting of GOSR's program functions, including performing risk

assessments and monitoring GOSR's contractors' and subrecipients' compliance with all applicable state and federal regulations.

- Reviewing, auditing, and analyzing the accuracy and effectiveness of GOSR's programmatic and operational systems, including those delegated to contractors, subrecipients, and subcontractors.
- Preparing programmatic and fiscal audit and site visit reports, recommending corrective action, and following up to ensure corrective actions have been implemented.
- Determining appropriate means to address risks and deficiencies identified in programmatic functions and service delivery, including those of contractors, subrecipients, and subcontractors.
- Assisting with facilitation of external audits and regulatory monitoring visits, and responding to state and federal government investigations and queries.
- Working in partnership with GOSR's program, administrative, and operational units.
- Coordinating and providing technical assistance and training on HUD and GOSR requirements and other mandates to GOSR staff and subrecipients.
- Managing and working with consultants to follow through on conducting audits, site visits, reviews, and addressing risks and deficiencies identified in programmatic and operational systems.

Contract Manager

Job duties include but are not limited to:

- Reviewing and approving vendor payments.
- Amending contracts, developing the vendor/subrecipient scope, deliverables, timeframe, and budget.
- Monitoring vendor services to ensure that they meet stated goals.
- Managing and documenting vendor performance.
- Developing methods for tracking (MWBE and Section 3) requirements.
- Identifying opportunities to minimize waste, fraud and abuse.
- Maintaining project budgets.
- Providing direction to vendors/subrecipients as needed.
- Serving as primary point of contact for selected vendors.
- Coordinating negotiations of any additions and amendments in Scope of Work.
- Working with vendors and subrecipients as needed to fulfill other requirements related to federal funds.
- Processing task orders and modifications.
- Reviewing and analyzing contracts from a business perspective to ensure favorable terms for the organization.
- Managing the contract closeout process, preparing closeout documentation, claims resolutions and coordinating the submissions for final closeout.
- Providing advice and guidance to senior management and project staff on contractual matters.
- Preparing and maintaining various reports and tracking mechanisms for both internal and external distribution.
- Managing all contractual issues and changes to contracts, and ensuring that changes are communicated to the appropriate stakeholders.

Data Analyst

Job duties to include but not limited to:

- Reading, researching, collecting and analyzing information.
- Resolving data problems by coordinating the preparation of reports, analyzing data, and identifying solutions.
- Designing and preparing reports by accessing various databases or by consolidating data from multiple sources for inclusion into research or operating reports.
- Summarizing data and providing commentary or observations based on analysis. Sources of data may be enterprise systems, complex spreadsheets, databases requiring specialized training or expertise.
- Generating reports, presentations, graphics, forms, and other documents to demonstrate information flow and program results.
- Participating in internal and external research projects by collecting, reviewing and summarizing results.
- Editing, standardizing, or making changes to documents prepared by other writers in scope, format and content.
- Working with Communications to prepare internal and external communications including announcements, newsletters, legislation, quarterly reports, presentations, technical documentation, and memoranda.
- Conferring with management to establish technical specifications and subject material to be developed for publication.
- Providing historical reference by developing and utilizing filing and retrieval systems and recording meeting discussions.
- Maintaining records and files of work and revisions.

Executive Assistant

Job duties to include but not limited to:

- Producing information by transcribing, formatting, inputting, editing, retrieving, copying, and transmitting text, data, and graphics.
- Conserving executive's time by reading, researching, and routing correspondence; drafting letters and documents; collecting and analyzing information; initiating telecommunications.
- Maintaining executive's appointment schedule by planning and scheduling meetings, conferences, teleconferences, and travel.
- Representing the executive by attending meetings in the executive's absence; speaking on behalf of the executive.
- Welcoming guests by greeting them, in person or on the telephone; answering or directing inquiries.
- Maintaining customer confidence and protecting operations by keeping information confidential.
- Completing projects by assigning work to clerical staff; following up on results.
- Preparing reports by collecting and analyzing information.
- Securing information by completing data base backups.
- Providing historical reference by developing and utilizing filing and retrieval systems; recording meeting discussions.

- Maintaining office supplies inventory by checking stock to determine inventory level; anticipating needed supplies; evaluating new office products; placing and expediting orders for supplies; verifying receipt of supplies.
- Ensuring operation of equipment by completing preventive maintenance requirements; following manufacturer's instructions; troubleshooting malfunctions; calling for repairs; maintaining equipment inventories; evaluating new equipment and techniques.
- Maintaining professional and technical knowledge by attending educational workshops; reviewing professional publications; establishing personal networks; participating in professional societies.
- Contributing to team effort by accomplishing related results as needed.
- Skills include but are not limited to: Writing Skills; Reporting Skills; Supply Management; Scheduling; Microsoft Office Skills; Organization; Time Management; Presentation Skills; Equipment Maintenance; Travel Logistics; Verbal Communication

File Clerk

Job duties include but are not limited to:

- Adding new material to file records, and creating new record as necessary.
- Answering questions about records and files.
- Assigning and recording identification numbers or codes in order to index materials for filing.
- Eliminating outdated or unnecessary materials, destroying them or transferring them to inactive storage according to file maintenance guidelines and GOSR requirements.
- Entering document identification codes into system in order to determine file location and track documents.
- Finding and retrieving information from files in response to requests from authorized users.
- Keeping records of materials filed or removed, using logbooks or computers.
- Modifying and improving filing systems, or implementing new filing systems and procedures.
- Performing periodic inspections of materials or files in order to ensure correct placement, legibility and proper condition.
- Placing materials into file cabinets, drawers, or boxes according to classification and identification information.
- Scanning or reading incoming materials in order to determine how and where they should be classified or filed.
- Sorting or classifying information according to guidelines such as content, purpose, user criteria, or chronological, alphabetical, or numerical order.
- Tracking materials removed from files in order to ensure that borrowed files are returned.
- Designing procedural forms related to filing systems.
- Gathering materials to be filed from other GOSR departments and employees.
- Performing general office duties such as preparing written correspondence, basic research, data entry, copying, scanning, and shredding.

Financial Analyst

Job duties to include but not limited to:

- Supporting the development, implementation, maintenance and operation of various quantitative analytical tools such as databases, spreadsheets and or other systems.
- Monitoring and reporting on program activities by actively participating and contributing to daily meetings, messages, reports and programs.
- Maintaining tracking systems for various programs by proactively providing status and variance reports.
- Conducting research in support of reports, presentations, memos and letters documenting the status and progress of the program.
- Providing support in the development of policies and procedures related to the monitoring and reporting of various program activities.
- Providing analysis, review and reporting on contract documents, pay applications, change orders and other routine process documents related to the execution of the program.
- Following established quality control and assurance measures for documents developed by the program.
- Providing constructive and dedicated feedback to policy makers for decision support.

Human Resources Assistant

Job duties to include but not limited to:

- Recruiting and staffing logistics.
- Maintaining performance management and improvement tracking systems.
- Handling employee orientation, development, and training logistics and recordkeeping.
- Assisting with employee relations.
- Participating in agency-wide committee facilitation.
- Handling agency employee communication.
- Assisting in compensation and benefits administration and recordkeeping.
- Communicating on employee safety, welfare, wellness, and health reporting.
- Handling other employee services.
- Maintaining employee files and the HR filing system.

Human Resources Manager

Job duties to include but not limited to:

- Ensuring that HR and organizational strategies are aligned.
- Providing talent management expertise and implement workforce planning practices for the organization.
- Educating supervisors and managers on interviewing, performance management and coaching them through employee relations situations. Advising management in appropriate resolution of employee relations issues.
- Performance Management: coaching managers on performance management issues and processes.
- Developing and maintaining policies and procedures in line with current employment law. Ensuring line managers and staff are up to date with changes to any policies.
- Streamlining organizational processes related to staffing, employee relations and performance management, where possible.
- Developing metrics to evaluate effectiveness of HR programs within areas of responsibility, track and report performance.

Information Technology Specialist

Job duties include but are not limited to:

- Interfacing with the staff onsite and IT help desk regarding PC and phone system changes and repairs.
- Functioning as contact person for facilities services.
- Assisting with the set-up and maintenance of purchased equipment.
- Setting up and maintaining capital installation schedules for office equipment such as copiers and postage machines.
- Supporting department staff by placing work orders for general building maintenance and repair for office equipment.
- Providing mailroom coverage; operating postage machine.
- Performing additional duties as may be assigned.

Paralegal

Job duties include but are not limited to:

- Conducting legal research on relevant statutes, court decisions, legal articles and other writings.
- Investigating and fact-finding in order to authenticate or validate information.
- Assisting in preparing legal documents, motions, contracts and sundry agreements.
- Organizing, indexing and tracking files.
- Analyzing and organizing information to produce reports.
- Monitoring and reviewing government regulations.
- Providing administrative support for attorneys.

Policy Analyst

Job duties to include but not limited to:

- Analyzing existing policy and developing solutions that will support effective models being researched by the organization.
- Writing about policy and practice in a variety of voices and media (e.g., memos, briefs, case studies, technical reports, and social media) to support GOSR's policy agenda.
- Performing administrative duties related to successful program implementation (maintaining spreadsheets, reviewing grant applications, etc.).
- Coordinating technical assistance projects involving cross functional teams.
- Coordinating all aspects of meetings, conferences, and workshops related to policy, advocacy, and system building (e.g., scheduling, planning content, booking speakers and travel, preparing materials, and post event follow up).
- Designing and delivering presentations at meetings and conferences and actively participating in work groups and advisory teams as needed.
- Building and maintaining meaningful work relationships with outside entities and individuals, including those working in related government agencies and funding institutions.
- Providing other administrative support to team where requested.

Procurement Analyst

Job duties include but are not limited to:

- Administering all small purchase activities for goods and services from solicitation to award.
- Administer all existing centralized state contract/intergovernmental purchase activities from solicitation to award.
- Administering the mini-bid process among pre-qualified panel of vendors.
- Assisting Procurement Directors in administering large procurement activities including but not limited to Proposals/Qualifications (RFP/Q), Competitive Sealed Bids (CSB) and Invitation for Bids (IFB) from solicitation to award.
- Managing the issuance of purchase orders.
- Administering purchasing card (p-card) reconciliation activities.
- Providing guidance to contract managers and program staff on completing justification memos and performing price/cost analyses.
- Providing assistance with scope development and research as needed.
- Creating and maintaining all procurement and contract records and working with Records Management to ensure all files are accurate, complete and organized in an orderly fashion.
- Performing quality assurance/quality control functions across various document repositories.
- Preparing, tracking and maintaining various reports, logs and databases.
- Managing requests for vendor responsibility and diversity certification checks.
- Managing the GOSR Procurement email boxes and responding to all inquiries timely.
- Providing production assistance for all department activities, including but not limited to receiving documents, reviewing for completeness, obtaining approvals, etc. and providing related logistical support in the overall procurement cycle.
- Performing other related duties.

Program Administrator

Job duties to include but not limited to:

- Conducting Program Planning.
- Consulting with recipients to identify program needs.
- Working with Director to develop long range plans, programs and strategies.
- Monitoring programs and services to ensure they meet stated goals.
- Assisting with program evaluations and updates to programs and services.
- Acting as a resource about program development and initiatives.
- Collecting and analyzing information and data for reports as needed.
- Preparing briefing notes, reports, and presentations as required.
- Providing updates to senior staff as needed.
- Developing policies, guidelines and standards to reporting systems.
- Conducting research and assisting in the development of programs in the following ways
 - Review existing programs
 - Adapt existing programs as required
 - Research new programs
 - Develop and design new programs
 - Make recommendations about adapting programs to meet unique needs
 - Evaluate programs and components

- Administering Programs.
- Preparing program information and opportunities.
- Assisting with proposal preparations.
- Monitoring that proposal requirements are being met.
- Monitoring budgets.

Program Assistant

Job duties include but are not limited to:

- Working with the Director on all general office management support.
- Providing logistical support, typing, document review for content and format, filing, files maintenance, photocopying, scheduling meetings/rooms, and calendar management.
- Creating, organizing and maintaining new contract files (electronic and hard copy).
- Communicating with vendors and subrecipients on monthly reports and requirements.
- Filing correspondence and other documents related to ongoing projects.
- Entering, tracking and following up on contract report deadlines and deliverables.

Program Manager

Job duties include but are not limited to:

- Soliciting program eligible development projects.
- Reviewing proposals/applications for program eligibility, feasibility and other funding criteria and providing recommendations/financial analysis for review by management.
- Providing technical assistance to potential applicants and grantees including interpreting program regulations and policy as needed.
- Assisting in developing policies and procedures for implementing, monitoring, and ensuring compliance for all programs.
- Overseeing the administration of grants to ensure recipients comply with Federal and State statutes and regulations and GOSR program requirements and policies such as the processing of grant agreements, request for release of funds, request for funds, budget modifications, program amendments, annual performance reports and grant closeouts.
- May perform on-site monitoring to ensure compliance with program policy and procedures and prepare required monitoring reports.
- Supporting the Program Director in overseeing third-party implementers, including:
 - Serving as a primary point of contact for third-party teams working on issues in portfolio
- Performing program-related analysis and policy issues associated with recovery and resiliency.

Project Coordinator

Job duties include but are not limited to:

- Assisting in the coordination/management of certain aspects of a project under direction of assigned program or project manager.
- Coordinating data and information and prepares internal and external reports, as needed.
- Maintaining and distributing project information, files, documentation, reports, and related work.
- Working under direction of Program Director, using project management software and other standard tools to track progress/activities of team and work products/deliverables.

- Acting as the liaison between project personnel and Executive Team.
- Assisting in the execution of the projects by documenting, tracking, and escalating issues through resolution.
- Attending regularly scheduled meetings and help with notes taking.

Project Manager

Job duties include but are not limited to:

- Executing on projects as assigned by Program Directors.
- Managing certain aspects of projects under direction of assigned program or function manager.
- Coordinating data and information and prepares internal and external reports, as needed.
- Maintaining and distributing project information, files, documentation, reports, and related work.
- Using project management software and other standard tools to track progress/activities of team and work products/deliverables.
- Assisting in the execution of the projects by documenting, tracking, and escalating issues through resolution.
- Attending regularly scheduled meetings and help with notes taking and keeping track of action items.

Receptionist

Job duties include but are not limited to:

- Answering telephones and directing callers to appropriate individuals or teams.
- Greeting and directs visitors to the organization.
- Taking and retrieving messages for various personnel.
- Providing callers with information, as appropriate.
- Receiving, sorting and forwarding incoming mail.
- Maintaining and routing publications.
- Coordinating the pick-up and delivery of express mail services (FedEx, UPS, etc.).
- Assisting in the ordering, receiving, stocking and distribution of office supplies.
- May also assist with other related clerical duties such as expense reporting, scheduling meetings and travel, photocopying, faxing, filing and collating.

Attachment 1

**Price Proposal Form
Part 2 – Rates**

Firm Name: _____

Wage Rate

Title	Contract Year		
	Wage Rate Range (hourly)	Multiplier/Mark-up	Fixed Multiplier/Mark-up for PTO and Holiday ONLY
Administrative Assistant	\$24-\$26		1.20
Business Analyst	\$35-\$41		1.20
Compliance Officer	\$36-\$48		1.20
Contract Manager	\$43-\$48		1.20
Data Analyst	\$24-\$32		1.20
Executive Assistant	\$24-\$26		1.20
File Clerk	\$15-\$20		1.20
Financial Analyst	\$29-\$34		1.20
Human Resources Assistant	\$20-\$21		1.20
Human Resources Manager	\$36-\$37		1.20
Information Technology Specialist	\$28-\$32		1.20
Paralegal	\$25-\$27		1.20
Policy Analyst	\$22-\$33		1.20
Procurement Analyst	\$31-\$34		1.20
Program Administrator	\$27-\$28		1.20
Program Assistant	\$21-\$26		1.20
Program Manager	\$28-\$31		1.20
Project Coordinator	\$24-\$25		1.20
Project Manager	\$40-\$43		1.20
Receptionist	\$17-\$21		1.20
Unknown			1.20

Health Insurance

Vendor must offer health insurance coverage to GOSR temporary employees that meet or exceed the standards of the Affordable Care Act of 2010 – Platinum Plan (for New York City – Zip Code 10004) or the State of New York. See below chart for temporary employee’s bi-weekly contribution.

For employees with annualized salaries equal to \$42,000 or less		For employees with annualized salaries greater than \$42,000	
Individual	Family	Individual	Family
\$37.50	\$161.62	\$50.01	\$192.52

Complete the below chart using the information in the chart above:

Firm’s Bi-Weekly Cost of ACA – Platinum Plan Chargeable to GOSR	
Individual	Family
\$	\$

Signature: _____

Date: _____

Attachment 2

Insurance Requirements

Respondent shall procure and maintain, at its sole cost and expense, in full force and effect without interruption during all periods of services covered by any Contract or Task Orders entered into with a selected Respondent, insurance of the type, and with the limits and deductibles, as set forth below. Any proposed alternate insurance requirements may be submitted with the Proposal and/or may be negotiated during the contracting phase, should an entity be selected. It shall be in GOSR's sole discretion to accept or reject alternative insurance requirements.

Insurance Requirements:

- i. Commercial General Liability Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; One Million Dollars (\$1,000,000.00) per occurrence for personal and advertising injury; Two Million Dollars (\$2,000,000.00) products/completed operations aggregate; and Two Million Dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name HTFC, the State of New York, and all "benefitted parties" as "Additional Insureds". "Benefitted parties" are defined as homeowners, businesses, or other Program applicants who may be determined to be third party beneficiaries of the Contract between Respondent and GOSR/HTFC and as to whom the indemnity provisions of such Contract are expressly extended in like manner and degree as to GOSR/HTFC.
- ii. Comprehensive Automobile Liability. In an amount not less than One Million Dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired

vehicles utilized in or related to Respondent's activity or performance under the Contract or any Task Orders.

- iii. Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.
- iv. Standard "All Risk" Property Insurance covering all equipment and material (owned, borrowed or leased by Respondent or its employees) utilized and/or related to Respondent's activity or performance under the Contract or Task Orders, to the full replacement value, and which shall allow for a waiver of subrogation in favor of HTFC. Respondent hereby agrees to waive its right of subrogation against HTFC. Failure of the Respondent to secure and maintain adequate coverage shall not obligate HTFC, its agents or employees, for any losses.
- v. Excess Liability Insurance. In an amount not less than Eight Million Dollars (\$8,000,000.00) per occurrence and Eight Million Dollars (\$8,000,000.00) per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be written on an "occurrence" basis and shall be endorsed to name HTFC, the State of New York, and all "benefitted parties" (as hereinbefore defined) as "Additional Insureds".

In addition-

- vi. If Respondent is providing Professional Services (other than as a Pollution Mitigation and/or Abatement Contractor- see vii below), Professional Liability Insurance. In an amount not less than Two Million Dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Respondent and/or those acting under the Respondent's direction or control and/or

those for whose acts the Respondent may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by Respondent.

- vii. If Respondent is providing Professional Services as a Pollution Mitigation and/or Abatement Contractor, Professional Liability Including Pollution Legal Liability Insurance. In an amount not less than Two Million Dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Respondent and/or those acting under the Respondent's direction or control and/or those for whose acts the Respondent may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by the Respondent. HTFC, the State of New York, and all "benefitted parties" (as hereinbefore defined) shall be named as "Additional Insureds" on the Pollution Legal Liability coverage.

All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best's Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Respondent under any Contract or Task orders, and shall be endorsed to provide that HTFC shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.

The Respondent shall provide Certificates of Insurance to HTFC prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification

of insurance, specifically including HTFC, the State of New York, and all “benefitted parties” (as hereinbefore defined) as “Additional Insureds”, shall be deemed a breach of contract.

An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers’ Compensation Insurance and Disability Benefits Insurance. For evidence of Workers’ Compensation Insurance, the Respondent must supply one of the following forms: Form C-105.2 (Certificate of Workers’ Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI-12 (Certificate of Workers’ Compensation Self- insurance), Form GSI-105.2 (Certificate of Participation in Workers’ Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the Respondent must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage).

Subcontractors shall only be subject to b(i)-(iv) of this Section, except that (b)(vi)-(vii) shall apply where applicable. However, Respondent shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Respondent given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.

Indemnification Provisions:

Respondent will also be required to agree to the following indemnification provision:

11(a): Respondent shall, and hereby agrees, to hold harmless, defend (with counsel acceptable to HTFC), and indemnify HTFC, and its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, representatives, and affiliates (collectively, "HTFC"), from and against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, costs of any form or nature whatsoever (including reasonable attorneys' fees), resulting from, arising out of, or in consequence of any action or cause of action in connection with any Contract or Task Orders including, but not limited to, property damage, any injuries or death sustained by any persons, employees, agents, invitees and the like, any infringement of copyright, royalty, or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with any Contract or Task Orders any injuries or damages resulting from defects, malfunction, misuse, etc. of Respondent-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or willful misconduct) of Respondent or any subcontractor or supplier of any level or tier or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

This indemnity shall expressly include, but is not limited to, the obligation of Respondent to indemnify and reimburse HTFC for any and all attorneys' fees and other litigation or dispute resolution costs incurred, or to be incurred, in HTFC's enforcement of this Agreement, or any portion thereof, against Respondent or otherwise arising in connection with any Contract or Task Orders. This clause shall survive indefinitely the termination of any Contract or Task Orders for any reason.

It is expressly understood and agreed that the risk of loss for property damage during the course of construction or other work passes to HTFC only after completion of the work enumerated in any Contract or Task Orders. Accordingly, all of the indemnity provisions of this section 11(a) shall also apply to any losses sustained prior to the passing of risk of loss to HTFC. This clause shall survive indefinitely the termination of any Contract or Task Orders for any reason.

For construction, environmental remediation/mitigation, or other work in which HTFC has entered into this contract to perform the work on behalf of homeowners, businesses, Program Applicants or others who may be determined to be third party beneficiaries of this contract (“benefitted parties”), all of the indemnity provisions of this section 11(a) shall expressly extend to such “benefitted parties” in like manner and degree as to HTFC.

Notwithstanding the foregoing provisions of this section Respondent remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Respondent, its officers, employees or agents.

Attachment 3

HTFC Travel Policy

Introduction

Housing Trust Fund Corporation (HTFC) employees whose positions require them to travel are provided with resources to cover most of their anticipated job-related travel expenses. Expenses paid out-of-pocket are reimbursed upon submittal of travel voucher which outlines the legitimate expenses and reconciles any charges made directly to HTFC either via direct bill or the Corporate Visa Card.

HTFC Request to Travel Policy

All HTFC employees who need to travel for work are required to obtain approval to travel from their supervisor prior to making travel arrangements. In addition, per the NYS Division of Budget and Governor's Office directives, employees who have a need to travel out-of-state for business must obtain approval from their supervisor and the Governor's Director of Operations.

Travelers who routinely travel for business purposes may seek a blanket pre-approval from his/her supervisor. Supervisors may want to consider this blanket pre-approval for employees who are in positions such as inspectors, auditors, or others who travel on a regular basis each month. This blanket pre-approval does not apply to out-of-state travel or other travel that requires higher level approvals. Upon Supervisor approval, blanket approvals must be forwarded to the Finance Travel Unit in order to ensure the individual is included in the blanket approval list.

For every anticipated travel, travelers who do not have a blanket pre-approval must complete the HTFC Request to Travel Form as found on the Travel Voucher System site. This request may also be submitted by a proxy on behalf of a traveler.

HTFC Travel General Guidelines

Employees should ask themselves the following questions prior to seeking approval to travel.

- Is my presence mandatory to the meeting/conference etc.? If no – do not travel.
- Can the meeting be held via video conference, webinar, conference call or other means? If yes, do not travel.

Supervisors should ask themselves the same set of questions prior to approving any requested travel.

Per the Governor's Directive, travel should be minimized and wherever possible, the use of conference calls, video conferencing or other remote means should be utilized.

Traveler's Responsibilities

- Know the State travel rules and regulations and the agency's specific travel policies and procedures.
- Know your official station and its effect upon your eligibility for travel reimbursement.
- Obtain all necessary approvals before you make any travel arrangements and before you travel.
- Schedule travel assignments to minimize expenses whenever possible.
- Obtain necessary receipts and use tax exempt certificates.
- Maintain an accurate record of expenses and travel times.
- Claim only allowable costs for actual expenses incurred.
- Submit a travel voucher and all required documentation in compliance with within 30 days of travel.
- Properly reconcile all charges made to the Corporate CitiBank Visa card within 10 days of the charges.
- Understand how to utilize the on-line HTFC Travel System to submit expense reports or authorize a proxy to enter reports.
- Cancel all reservations for postponed or cancelled trips including hotel, tickets, and conference registrations and obtain a confirmation number. All unused Amtrak tickets must be returned promptly to Finance Unit for refund or exchange.

Travelers must keep in mind that all travel must be justifiable and be able to be supported through receipts and other means in order to ensure that it can be audited properly by the HTFC Travel Unit and the Office of the State Comptroller.

Supervisor's Responsibilities

- Know the State travel rules and regulations and the agency's specific travel policies and procedures.
- Know your staff's official station and its effect upon their travel reimbursement.
- Carefully review all travel requests prior to approving to ensure that travel is necessary and reasonable.
- Ensure that all approved travel is essential to the conduct of HTFC business.
- Review travelers' itineraries to ensure travel is conducted in the most efficient and fiscally prudent manner.
- Verify that the expense report includes only allowable costs for travel actually incurred and that all required information and documentation is attached.
- Review and certify expense vouchers completely and promptly using the on-line HTFC Travel Voucher System.
- Reject any travel requests or vouchers that do not meet the HTFC rules.

General Guidelines

- Travel should be by the most cost effective and efficient means. Personal convenience is not a factor in determining the mode of transportation for business travel.
- Travel costs between your home and official station are not reimbursable under any circumstance.

- Employees are in travel status and eligible for meals and lodging when on official business more than 35 miles from both home and official station.
- Supervisor pre-approval for travel is always required.
- Out-of-state travel approval in advance is required from your Supervisor and from the Governor's Director of Operations.
- All conference travel must be directly related to work and necessary to perform daily work activities.
- NYS is tax exempt from state sales tax. Employees should have tax exempt forms available for vendors should they request them.
- Any costs deemed ineligible will not be reimbursed by HTFC. In addition, any charges made to the Corporate CitiBank Visa Card that are deemed ineligible are the responsibility of the traveler and a check must be made payable to the HTFC.

Meals

- Breakfast and dinner are reimbursable meals, lunch is not.
- Overnight full meal per diem consists of dinner on the first day and breakfast the following day.
- Receipts are not required for meals unless charged to the corporate card.
- Employees are eligible for day trip breakfast and dinner and additional meals for an overnight stay if they meet the following criteria:
 - Depart at least one hour before normal start time to receive breakfast
 - Arrive home at least two hours after the normal ending time to receive dinner
 - In official travel status which is 35 or more miles from both home and official station.
- Day meals are paid at the day rate without receipts. If receipts are presented, actual expenses for meals can be paid up to the maximum Federal per diem rate associated with the destination.
- Alcohol is excluded.
- Reimbursed meals for day trips are considered taxable by the IRS and taxes for meals are deducted from an employee's paycheck.
- The employee is responsible for meal charges made to the corporate card in excess of the daily per diem rate for the location of travel.
- Receipts for meals charged to the Corporate travel card must be attached to the Travel voucher.

Lodging

- Allowable maximum rates for hotels are established by the Federal Government for each county and include incidental expenses such as tips to bellman and maids.
- The allowable per diem rate should be determined for the area of travel prior to making reservations.
- Employees must exhaust all reasonable measures to find a hotel within the allowable state rate for their travel location. If an employee is unable to find a hotel within state rate, they must obtain prior approval to exceed the rate from HTFC Travel Unit. Efforts to locate a hotel that offers a state rate with availability must be documented.
- Unreceipted reimbursement provides a flat rate for meals and lodging associated with the city or county where lodging is obtained. Such location must be indicated on the travel

voucher. No receipts are required when using this method. The only requirement is that the employee be in overnight travel status and meet the criteria for breakfast and dinner. If a traveler is eligible for an additional breakfast or dinner meal, it is paid at the non-taxable day rate.

- Receipted reimbursement provides for the actual cost of lodging based upon the county where the hotel is located. Receipts must be obtained and submitted with the travel voucher.
- When traveling in-state, employees must ensure that taxes are not included on the hotel receipt. It is the traveler's responsibility to obtain reimbursement for any taxes inadvertently left on hotel bills.
- Taxes for lodging when out-of-state will be reimbursed in addition to the federal per diem rate.

Transportation

- Explore all methods of travel and choose the most cost effective and efficient.
- Public transportation must always be considered first before using alternate methods of travel.
- When public transit and agency pool car are not available, employees must use the least expensive option of either a rental car or personal car. All exceptions require a reasonable justification.

Airfare:

- Child Travel New York Inc. must be used to purchase airline tickets.
- Tickets must be charged to the Corporate Visa travel card.
- Ask Child Travel New York Inc. if the flight is covered by state contract. State contracted flights must be used where available to meet your travel needs.
- If the flight is not available on state contract, a fully refundable ticket through Child Travel.
- New York Inc. must be purchased. Waivers for non-use of state contract flights, for purchase of non-refundable tickets, or for on-line purchases will not be considered in most instances.
- Use E ticketing whenever available. Airfare coupons or E ticket itineraries are required.
- The passenger's portion of the airline ticket or an e-ticket must be submitted with the voucher. Boarding passes are not acceptable.

Amtrak:

- It is preferred that the traveler purchase tickets directly from Amtrak either through the kiosk or ticket counter.
- Reimbursed at the ticket rate.
- Obtain the government rate whenever available.
- Ticket stubs are required.

Rental Cars:

- Employees must use a state contracted vendor.
- Travelers may rent up to a mid-size car without justification.

- Rentals exceeding 10 days require advance approval from HTFC Finance.
- The employee is expected to refill the gas tank to the same level as when picked up.
- Gasoline costs must be reasonable for the miles traveled.
- If public transportation is available, you must document why a rental vehicle was used.
- Insurance costs are covered if the employee uses the Citibank VISA card. If the VISA card is not used, employees must purchase the damage waiver protection (CDW or LDW insurance). This additional cost will be considered a reimbursable expense.
- The car rental receipt must be obtained and submitted with the voucher.

Personal car mileage:

- Reimbursed at the Federal mileage rate.
- Costs for items such as gasoline, repair, towing, depreciation and accessories are not reimbursed as they are included in the calculation of the mileage rate.
- Toll charges are reimbursable.
- Personal vehicles cannot be used between New York City and Albany unless justified.
- This method of travel can often be more costly than public transportation or rental car. In instances where public transportation is not an option, a comparison of the cost using a rental vehicle vs. a personal vehicle must be completed using a “Trip Calculator”.
- The cost comparison must be attached to the travel pre-approval and voucher.
- If a traveler opts to use their personal vehicle when either public transit is available or a rental car is more cost effective, they will only be reimbursed for the value of the rental car.
- Mileage must be reasonable for the travel conducted. Any deviations from the standard routes must be justified.

Conference Attendance

- Attendance at conferences, training classes, seminars, and workshops requires a Conference Approval Form to be completed prior to attendance and must be approved by the program area President.
- All conference attendance must be directly related to work and necessary to perform daily work activities. Attendance should be limited to critical staff and will not be approved for general education or networking purposes.
- Car pooling should be considered to the extent possible where multiple employees are attending the same conference.
- Conference fees can be charged to the VISA Purchasing Card. If the sponsoring organization does not accept the VISA Purchasing Card you may try to use your VISA Travel card, however you must contact the Purchasing unit prior to using your travel card for conference reservations.

Other

- Reasonable and necessary expenses for cab fare, bus, subway, tolls and parking are allowed.
 - Per OSC: Effective April 1st 2015, all receipts must be attached to the travel voucher.
- Receipts for meals charged to the Citibank travel card are now a mandatory submission.

- Per OSC: Effective April 1st 2015, all reports must be submitted within 30 days after the last date of travel.
- Return any unused tickets purchased through Child Travel New York Inc. to Child Travel for refund or exchange.

ZipCar – Governor’s Office for Storm Recovery ONLY

- Only the GOSR ZipCar account can be used.
- Only GOSR employees authorized to use the ZipCar can utilize this method of transportation.
- Should be used only when the most cost effective means of transportation.
- A cost comparison between the ZipCar and Rental car must be completed using one of the rental car cost calculators on the website.
- If the total cost of the rental is less than that of a ZipCar, the rental car must be used.
- If the total cost of the rental is more than that of the ZipCar then the Zip Car may be used, but is not required to be used.
- Gas charges should be made to the gas card in the ZipCar and not to the traveler’s corporate card.
- Toll charges are included in the ZipCar rental and will not be reimbursed.
- If you exceed 180 miles, additional mileage charges will be applied to the cost.
- No credit is given if the car is returned before the deadline.
- \$50.00 fine is applied if the car is returned after the end time, even if it is only 1 minute.
- This cost is the responsibility of the traveler.
- Travelers must reconcile the ZipCar charges within 10 days of the use of the Zip Car. The voucher submitted for this reconciliation must include all charges related to the travel and not just the ZipCar charges.

Travel Voucher Submission

- Expense reports including VISA and ZipCar charges should be submitted within 10 days following completion of your trip. Failure to submit expense vouchers within this time will result in the suspension of your credit card.
- All other expense reports with the corresponding required receipts and documentation must be submitted within 30 days of the trip's completion date. Except in extenuating circumstances, expense vouchers submitted more than 30 days following a trip(s) will not be processed. The 30 day rule will be applied to the last date included on the expense report.
- Effective April 1st 2015, the following documentation is required to be attached to your expense report: Receipts for all expenses charged to your corporate card including; lodging receipts, airfare confirmations for E Tickets or airfare ticket stubs, car rental agreements showing return time, Amtrak ticket stubs/itinerary, bus fare receipt, subway receipt, EZ pass toll receipt, cash toll receipt, gas receipts, receipts for day meals if requesting more than the day rate, receipts for meals charged to the corporate card. Conference Approval Forms and brochures, Executive and Deputy Approvals, cost calculator comparisons, and other justifications as noted are also required.
- If a traveler cannot obtain a receipt or has lost a receipt, they are required to attach a memo from their supervisor confirming their travel and the lost receipt.

- Expense reports must be submitted on-line through the HTFC Travel Voucher System by the traveler or traveler's proxy and approved by the traveler's supervisor.

CitiBank Visa Responsibilities

- Only eligible travel related expenditures can be charged to the Visa card.
- Only use the card when in official travel status.
- Only use the card for your travel expenses and not for other employees.
- Obtain receipts for all charges made to the Travel card regardless of amount.
- Reconcile all charges within 10 business days of travel by submitting a travel voucher.
- Failure to comply with the CitiBank Visa rules may result in suspension of a traveler's card.
- Employees should register their CitiBank to be able to access real-time charges and to reconcile their charges.

Guidelines/Forms/Rates/Other Information

Travel guidelines, forms, rates, and other travel related information can be obtained from GOSR.

*Note: HTFC Travel Policy may or may not apply in its entirety to temporary employees. GOSR will discuss the travel policy more in depth with selected Respondents.