



**Governor's Office of
Storm Recovery**

ANDREW M. CUOMO
Governor

LISA BOVA-HIATT
Executive Director

HOUSING TRUST FUND CORPORATION

Request for Proposals (“RFP”)

for

Lockbox Banking Services

for

Community Development Block Grant-Disaster Recovery Programs

RFP # 201612_052

December 8, 2016

Responses must be received by
3:00 p.m. (Eastern), December 30, 2016

TABLE OF CONTENTS

1. GENERAL INFORMATION	4
1.1. Purpose	4
1.2. Description of Program – Lockbox Banking Services	4
1.3. Diversity and Income Requirements	5
1.4. Anticipated Contract Term	5
2. RFP PROCESS AND ADMINISTRATIVE REQUIREMENTS	6
2.1. RFP Coordinator	6
2.2. RFP Timeline	6
2.3. Pre-Proposal Conference and Questions	6
2.4. Procurement Lobbying Provisions	7
2.5. Conflicts of Interest	7
2.6. Proposal Submission Format	8
2.7. Changes to Proposal Wording / Clarifications	9
2.8. Errors and Omissions in Proposal	9
2.9. Respondent’s Expenses	9
2.10. Selection of Proposal in Best Interests of the State	9
2.11. Notification of Selection	9
2.12. Number of Awards	9
2.13. Service Level Agreements	10
2.14. Withdrawal of Proposal	10
2.15. Rejection of Proposals / Cancellation of RFP	10
2.16. Ownership of Proposals	10
2.17. Waiver of Informalities	10
2.18. Proprietary Information	10
2.19. Confidentiality of Information	11
2.20. Collection and Use of Personal Information	11
2.21. RFP and Proposal as Part of Contract	11
3. SERVICES	11
3.1. Program Description	11
3.2. Scope of Services and Key Deliverables	12
4. MINIMUM QUALIFICATIONS OF RESPONDENT	15
4.1. Requirement of Legal Entities	15
4.2. Required Qualifications of Respondent	15
5. SELECTION CRITERIA AND REGULATORY REQUIREMENTS	17
5.1. Evaluation Methodology	17
5.2. Evaluation Criteria	17
5.3. Format and Content of the Proposal	18
5.4. Price Proposal	26
5.5. Finalist Interview	27

5.6. Basis for Contract Award.....	27
5.7. Vendor Responsibility	27
5.8. Affirmation of Understanding Form.....	27
5.9. Offeror Disclosure of Prior Non-Responsibility Determinations Form	28
5.10. Non-Collusive Bidding Certification.....	28
5.11. General Federal Grant Requirements.....	28
5.12. HUD General Provisions	28
5.13. Standard Clauses for Contracts with HTFC.....	28
5.14. Iran Divestment Act.....	28

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 services of a New York State (NYS) or Federally chartered commercial bank with the legal authority to operate in NYS to assist GOSR's program by providing Lockbox banking 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 a contract to a banking institution to assume the lockbox processing, depositing, and exception research across a range of CDBG-DR funded programs managed by GOSR. The successful Respondent shall maximize efficiencies for check/debit payment processing, capturing, and depositing all payment stubs and checks. The Respondent shall provide a vendor hosted solution that will process timely deposits and provide same day remittance documents and payment information to GOSR. In addition, the Respondent shall also provide ACH debit origination services in order to facilitate automated collections. These services are detailed in section 3 of this RFP.

The New York State Department of Taxation and Finance, Division of Treasury ("Treasury"), is the custodian of GOSR with respect to the requested services and shall require services under the resulting award and contract pursuant to this RFP. Any of the services discussed herein shall be considered rendered to GOSR if they are rendered to Treasury on GOSR's behalf.

1.2. Description of Program – Lockbox Banking Services

General Account Services

The successful Respondent shall be required to establish and maintain the demand deposit account. The Respondent must confirm that the account shall be managed in compliance with the applicable industry standards with respect to security, access, and insurance. The Respondent must pledge collateral to secure these accounts to the extent required by applicable rule, regulation or law and deemed appropriate by Treasury. Treasury shall establish and periodically review and adjust, as necessary, the amounts held as collateral.

Deposits and collections relate primarily to GOSR's Housing and Small Business grant programs. In order to understand these programs, respondents to this RFP should 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>.

1.3. 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 5.3.6.

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 III of the RFP Appendices. Section 3 requirements are detailed in Appendix I of the RFP Appendices.

1.4. Anticipated Contract Term

It is anticipated that GOSR will award a three (3)-year Contract from this RFP with two (2) one-year options 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
December 8, 2016	Release of RFP
December 14, 2016	Anticipated Pre-Proposal Conference
December 15, 2016	Last Day to Submit Questions – 3:00 p.m. (Eastern)
December 20, 2016	Issuance of Answers to Questions (tentative)
December 30, 2016	Proposal Submission Deadline – 3:00 p.m. (Eastern)
January 2017	Finalist Interviews (if applicable)
January/February 2017	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 – RFP Banking**”

Lockbox 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 Dennerly

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: Proposal for Lockbox Banking Services – Price Proposal**. Part two shall include the Technical Proposal along with all attachments and completed forms. The email subject shall indicate **RE: Proposal for Lockbox Banking 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 one (1) contract 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 (a) Respondent(s) that will agree to clearly-defined service level agreement ("SLA"), as yet to be determined but to be included in any final contract between the parties. Such SLA 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 the SLA 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 the SLA.

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. Program Description

The purpose of this RFP is to obtain proposals from Respondents and to award a contract a banking institution to assume the lockbox processing, depositing, and exception research across a range of CDBG-DR funded programs managed by GOSR. The Lockbox Banking Services Contractor shall maximize efficiencies for check/debit payment processing, capturing, and depositing all payment stubs and checks. The Contractor shall provide a vendor hosted solution that will process timely deposits and provide same day remittance documents and payment information to GOSR. In addition, the Contractor shall also provide ACH debit origination services in order to facilitate automated collections. These services are detailed in section 3 of this RFP.

The initial phase of the program will relate to GOSR's *Recapture* program. This *Recapture* program involves the repayment of funds to the State by Housing and Small Business grant applicants who have received funds from GOSR. The current volume of Recapture applicants in an individual repayment agreement is 20 and the estimated total volume is approximately 1,500.

Additional phases of the program will relate to the acceptance of payments for construction activities to be performed by GOSR. There are 5,000 active applicants in GOSR's Housing and Small Business programs. GOSR anticipates the monthly volume of check receipts to reach 500 per month and ACH origination to reach 1,000 per month.

3.2. Scope of Services and Key Deliverables

General Account Services

The selected Respondent shall be required to establish and maintain the demand deposit account. The Respondent must confirm that the account shall be managed in compliance with the applicable industry standards with respect to security, access, and insurance. The Respondent must pledge collateral to secure these accounts to the extent required by applicable rule, regulation or law and deemed appropriate by Treasury. Treasury shall establish and periodically review and adjust, as necessary, the amounts held as collateral.

The selected Respondent shall maximize efficiencies for check/debit payment processing, capturing, and depositing all payment stubs and checks. Respondent will initially develop implement, and operate lockbox services related to GOSR's Housing and Small Business Recapture Program:

1. The selected Respondent shall provide a Post Office Box address or addresses which will receive deposits.
2. The selected Respondent shall open correspondence, deposit checks, and create an image of the check.
3. The selected Respondent shall create an image of all enclosed stubs, forms or other documents contained in the correspondence.
4. The selected Respondent shall capture data provided in an enclosed "NY Rising Reconciliation Unit Repayment Form" (Attachment 3). GOSR may identify up to 10 data fields.
5. The selected Respondent shall secure transfer of the following to GOSR:

- a. Daily Batch of an xml/csv file containing the meta data for each transaction potentially including:
 - i. Deposit date
 - ii. Check amount
 - iii. Account number
 - iv. Routing number
 - v. Check Type
 - vi. Address on check
 - vii. Name on check
 - viii. Check number
 - ix. Notation on check
 - x. Text in memo line
 - xi. *Recapture Form Data Field 1*
 - xii. *Recapture Form Data Field 2*
 - xiii. *Recapture Form Data Field 3*
 - xiv. *Recapture Form Data Field 4*
 - xv. *Recapture Form Data Field 5*
 - xvi. *Recapture Form Data Field 6*
 - xvii. *Recapture Form Data Field 7*
 - xviii. *Recapture Form Data Field 8*
 - xix. *Recapture Form Data Field 9*
Recapture Form Data Field 10

 - b. An individual PDF file of each transaction of all documents included in envelope as it coordinates with Daily Batch file. This may include the following:
 - i. Check image
 - ii. Recapture Form
 - iii. Other documentation

 - c. Exception Report. This is a file similar to the Daily Batch plus Batch Number and Transaction ID of insufficient funds/bounced checks etc. This report is submitted on an as needed basis but as soon as the exception is detected.
6. The selected Respondent shall develop and operate a program to receive and process ACH files in NACHA file format from GOSR in order to initiate ACH debit transactions for the purpose of collecting funds from GOSR grant applicants that wish to make regular payments to GOSR. These funds shall be deposited into the established deposit account.
 7. The selected Respondent shall send back an exception file listing the failed ACH Debit transactions to GOSR and should include information such as deposit date, amount,

account number, routing number, Payee Name, Batch and/or Transaction ID as soon as the exception is detected.

8. The selected Respondent shall provide a vendor hosted solution that will process timely deposits and provide same-day remittance documents and payment information to GOSR.
9. The selected Respondent shall provide information pertaining to Credit Card functionality for payments.

Information Services and Reporting Requirements

The selected Respondent must provide a secure web-based system which allows the GOSR's and Treasury's authorized users access that includes, but is not limited to, reports and inquiries.

The selected Respondent must give Treasury the ability to grant and revoke permissions of its employees for accessing account and report information online. The system shall require unique passwords for the State administrator(s).

The selected Respondent shall be required to provide a number of different types of reports to Treasury and to GOSR. The Respondent must be able to provide these reports through the web-based system described above. All reports and online systems are subject to GOSR's and Treasury's review, testing and approval. Additionally, the Respondent may be required to provide and/or assist in the development of ad hoc reports as requested by GOSR and Treasury.

The following inquiry or reports are required:

- Daily Bank Statement
- Monthly Bank Statement
- Account Analysis
- Prior day balance and transactions
- Current day Balance and transactions

The selected Respondent shall also provide to GOSR a secure Web Portal to access relational database(s) or other technical means to provide a robust and user-friendly reporting environment.

The selected Respondent shall generate and send electronic deposit files to multiple banks and provide daily uploads of remittance data including payment files to GOSR.

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

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 5.3.6.

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 may prevent GOSR from selecting Respondent. Such adverse findings may 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 separate 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. Evaluation 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	40 points
Approach and Methodology	40 points
Commitment to Compliance with Regulations	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 Lockbox banking 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 or any 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 Lockbox banking services in for GOSR. 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.

Describe the Respondent's qualifications and demonstrate experience addressing the scope of work, technical capabilities including systems used to meet processing and reporting requirements and online access to account information.

Describe if the Respondent has done business with HTFC or GOSR before, and indicate if any problems have occurred and how they were resolved

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 staff.

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.

Respondents must provide a Service Level Agreement that establishes the standards to be met in providing Lockbox banking services.

Respondent's Proposal must describe the type of services provided including Lockbox location and full description of the Lockbox services. The Proposal shall explain how the Respondent will achieve the goals, scope objectives, tasks, and deliverables outlined in this RFP, including a detailed narrative describing the unique process which the Respondent would apply to Lockbox services. Proposals must be complete, factual and as detailed as necessary to allow the agency to adequately evaluate capabilities and experience. Please be sure to demonstrate the Respondent's qualifications, technical capabilities including systems and reporting of your Lockbox banking 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 and cost effectiveness, if applicable 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 developing, implementing, and establishing Lockbox banking services. The Proposal shall describe the Respondent's approach to identifying risks and mitigation measures, its approach to making implementation recommendations, and a description of its management and quality control measures. The Proposal 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 shall include specific procedures for ensuring compliance with all federal and state legal requirements related to this scope and operations with and for GOSR.

5.3.5. Intentionally Left Blank

5.3.6. 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 – NOT APPLICABLE FOR THIS RFP
- 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

Respondents who demonstrate a commitment to complying with all applicable Federal, State, and local regulations, including M/WBE, SDVOB, and Section 3 income requirements, will receive the most points.

5.3.6.1. 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.

5.3.6.2. 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.

5.3.6.3. 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,” of the RFP Appendices.

5.3.6.4. 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 (Attachment 1).

- a) Please do not alter the Price Proposal Form template, “Page 1 of 2.”
- b) Rates included in the Price Proposal Form should be the Respondent’s lowest discounted governmental rates.
- c) Hourly fees are all inclusive rates and must include any reproduction, travel, postage, or other expenses.
- d) The Price Proposal Form must include a Total Proposal Price.
- e) The Price Proposal Form should be signed by the individual who signs the Proposal cover page.

The Price Proposal must include the following:

Program Specific Development and Implementation Fees

The selected Respondent must submit its development fees for services prior to the operational date, including but not limited to systems development, testing and all program support requirements and systems maintenance on the Price Proposal Form.

A fully loaded Ongoing Operating, Maintenance and Services Fee

A fully loaded operations fee must include but not be limited to all costs related to services required in this RFP including staffing, facilities, equipment, management, program support activities, training and any indirect costs related to the required functions for each banking service detailed on the Price Proposal Form.

In addition to the required price proposal described above, Respondents may provide an Alternative pricing. Alternative pricing may incorporate unit item pricing as well as specific banking and Lockbox administrative fees.

The Alternative pricing should clearly describe the pricing model used and provide a clear explanation of how the rates proposed on the Price Proposal Form correlate to the described Alternative pricing fees. A sample Optional Alternative Pricing is provided as Page 2 of 2 of Attachment 1. The Alternative pricing information may be used, at the sole discretion of GOSR, in the course of the evaluation and/or when negotiating a contract with the selected Respondent. Respondents that do not submit a completed Price Proposal Form (i.e., Page 1 of 2 of Attachment 1) will 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 Lockbox functional services documentation and remittance processing Lockbox Banking 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 criteria which are set forth in this RFP. GOSR anticipates that an Award will be made to one (1) Respondent with the lowest price per technical point. The State does not guarantee any minimum services to any one contractor.

After any finalist interviews and/or discussions, if applicable, GOSR will establish a shortlist, either through a natural break in scores or a technically viable cutoff score. GOSR shall then open the price proposals of only those proposals that fall into the competitive range. GOSR reserves the right to request Best and Final Offers. Those Proposals still under consideration for award will be ranked in order of lowest price per technical point. Price per technical point shall be calculated by dividing the proposed price (or Best and Final Offer price, if applicable) by the final technical score.

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 of the RFP Appendices. 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 of the RFP Appendices. 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 II, 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 3 – NY Rising Reconciliation Unit Repayment Form

“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 of the RFP Appendices – HUD General Provisions

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

Appendix III of the RFP Appendices – Diversity Forms

Appendix IV of the RFP Appendices – Construction Requirements and Procedures for Contracts
with Housing Trust Fund Corporation

Appendix A – Standard Clauses for NYS Contracts

Attachment 1

Price Proposal Form – Page 1 of 2 (Required)

A. Required Pricing

Program Specific Development and Implementation Fees Price

The selected Respondent must submit its development fees for services prior to the operational date, including but not limited to systems development, testing and all program support requirements and systems maintenance.

\$ _____

A fully loaded Ongoing Operating, Maintenance and Services Fee

A **monthly** fully loaded operations fee must include but not be limited to all costs related to services required in this RFP including staffing, facilities, equipment, management, program support activities, training and any indirect costs related to the required functions for each banking service detailed.

\$ _____ x 36 months

Total Proposed Price \$ _____

Signature: _____ **Date:** _____

B. Optional Alternative Pricing

In addition to the required price proposal described above, Respondents may provide alternative pricing in accordance with section 5.4 of the RFP. Alternative pricing may incorporate unit item pricing as well as specific banking and Lockbox administrative fees. A sample Optional Alternative pricing list is included on page 2 of this Attachment 1.

Attachment 1

Price Proposal Form – Page 2 of 2 (Optional)

Sample Optional Alternative Pricing

In addition to the required price proposal described above, Respondents may provide alternative pricing. Alternative pricing may incorporate unit item pricing as well as specific banking and Lockbox administrative fees.

Pricing

Automated Lockbox Service

Lockbox administrative fees

Lockbox technical development fee structure (Hourly Rate)

- Lockbox Checks and Repayment Forms Processed (0 to 1,500)
- Lockbox Checks and Repayment Forms Processed (1,501 to 3,000)
- Lockbox Checks and Repayment Forms Processed (3,001 & Over)
- Lockbox Monthly and/or Annual Maintenance
- P O Box (Preferably located in New York State)
- Scanning Check, remittance form and supporting documents
- Character recognition functionality and character input required
- Data Entry
- Data Transmission Daily
- Credit Card payment
- Credit Card Merchant Processing Fee
- Research/special projects
- Programming and/or Development
- Image CDs Quarterly or Annually

Additional Lockbox Services

- Exception Processing
- Opening non-standard envelopes
- Scanning non-standard documents
- Cash received as payment
- Fee's associated to additional services available

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. NOT APPLICABLE FOR THIS RFP.

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 (arising out of Respondent's or subconsultants' unauthorized use of any intellectual property or otherwise), any materially untrue or incorrect statement or representation of Respondent or subconsultants with respect to the services (for purposes of receiving the contract or any 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.



Governor's Office of Storm Recovery

ANDREW M. CUOMO
Governor

LISA BOVA-HIATT
Executive Director

ATTACHMENT #3
NY RISING RECONCILIATION UNIT REPAYMENT FORM

INSTRUCTIONS:

- Applicants returning funds to the Program should fill out the Check Information boxes below. Applicant must mail this form and their payment (bank check, money order, business check, or personal check), made payable to *Housing Trust Fund Corporation*, to:
State of New York Commissioner of Taxation & Finance
PO Box 8000 Department 70
Buffalo, NY 14267-002
- Applicant should retain a copy of this form and payment for personal records

Applicant Information:

Applicant Name:
Application ID:
Program:
Damaged Address:

Mailing Address:

Payment Information:

Statement Date:
Amount Due:

Check Information	
Check Date:	
Check Number:	
Check Amount:	

Applicant/Business Owner Name (Printed) Applicant/Business Owner Signature Date

Applicant/Business Owner Name (Printed) Applicant/Business Owner Signature Date

HTFC FINANCE USE ONLY			
Date Received	Date Deposited		Date Cleared
EBS Coding			
	Coding	Amount	Initials
Debit			
Credit			

NAME:

CASE#:

NY Rising Reconciliation Unit, P.O. Box 116, 64 Beaver Street, New York, NY 10004