



**Governor's Office of
Storm Recovery**

ANDREW M. CUOMO
Governor

HOUSING TRUST FUND CORPORATION

Request for Proposals ("RFP")

for

Community Development Block Grant-Disaster Recovery (CDBG-DR)

Legal Services

RFP # 201806_069

June 13, 2018

**Responses must be received by
3:00 p.m. (Eastern), July 13, 2018**

Table of Contents

1.	OVERVIEW OF THE REQUIREMENT	4
2.	BACKGROUND INFORMATION	4
2.1	Anticipated Contract Term	4
3.	RFP PROCESS AND ADMINISTRATIVE REQUIREMENTS	4
3.1	RFP Coordinator	5
3.2	RFP Timeline	5
3.3	Pre-Proposal Conference and Questions.....	5
3.4	Procurement Lobbying Provisions.....	6
3.5	Conflicts of Interest.....	6
3.6	Submission Format	7
3.7	Changes to Proposal Wording	8
3.8	Respondent’s Errors and Omissions	8
3.9	Respondent’s Expenses.....	8
3.10	Selection of Proposal in Best Interests of the State	8
3.11	Notice of Selection.....	8
3.12	Number of Awards.....	8
3.13	Service Level Agreements	9
3.14	Withdrawal of Proposal	9
3.15	Rejection of Proposals / Cancellation of RFP.....	9
3.16	Ownership of Proposals	9
3.17	Waiver of Informalities.....	9
3.18	Proprietary Information	10
3.19	Confidentiality of Information.....	10
3.20	Collection and Use of Personal Information.....	10
3.21	RFP and Proposal as Part of Contract.....	10
4.	SCOPE OF SERVICES	10
4.1	Recapture Litigation Services.....	11
4.2	Reversionary Interest Enforcement Services – Real Property	12
4.3	Commencement of Services	13
4.4	Required Minimum Qualifications of Respondent.....	13
5.	CRITERIA AND REQUIREMENTS.....	15
5.1	Evaluation Methodology.....	15
5.2	Cover Letter and Table of Contents.....	16
5.3	Executive Summary	17
5.4	Engagement Experience and Capacity.....	18
5.5	Key Personnel	19
5.6	Approach and Methodology	21
5.7	Commitment to Complying with all Applicable Regulations.....	21
5.8	Price Proposal	25
5.9	Finalist Interview	26
5.10	Basis for Contract Award.....	26
5.11	Vendor Responsibility	26
5.12	Affirmation of Understanding.....	27

5.13	Offeror Disclosure of Prior Non-Responsibility Determinations	27
5.14	Non-Collusive Bidding Certification	27
5.15	Requirements of Legal Entities.....	27
5.16	General Federal Grant Requirements.....	27
5.17	HUD General Provisions	27
5.18	Standard Clauses for Contracts with HTFC.....	28
5.19	Iran Divestment Act.....	28
6.	ATTACHMENTS AND APPENDICES	29

1. OVERVIEW OF THE REQUIREMENT

The Governor's Office of Storm Recovery ("GOSR") of the Housing Trust Fund Corporation ("HTFC") seeks to procure legal 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 legal services across a broad range of CDBG-DR funded programs managed by GOSR including but not limited to litigation recapture services, real property reversionary interest enforcement, bankruptcy/foreclosure services as well as general legal services as detailed in section 4 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>.

This solicitation seeks to replace any existing engagements for the provision of 1) recapture litigation and/or 2) reversionary interest enforcement services, as set forth in the Scope of Services. Any firm currently providing these two (2) types of services to GOSR must respond to this RFP if they wish to be considered to continue providing these services under a future contract. This solicitation shall not affect existing engagements for any other legal services currently being provided to GOSR.

2. BACKGROUND INFORMATION

In June 2013, Governor Andrew M. Cuomo established GOSR as an office within HTFC to maximize the coordination of recovery and rebuilding efforts in storm-affected municipalities throughout New York State and directed it to administer CDBG-DR funds. GOSR administers the program through a variety of organizations and municipalities through subrecipient agreements. GOSR also directly administers activities through contractors or other vendors. The legal 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.

2.1 Anticipated Contract Term

Any contract that is awarded from the RFP is anticipated to be for an initial period of three (3) years with two (2) one-year options, not to exceed a total contract term of five (5) years. It is anticipated, however, that the contract(s) may need to be extended as necessary to reach the conclusion of any cases filed pursuant to the contract.

3. RFP PROCESS AND ADMINISTRATIVE REQUIREMENTS

3.1 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

3.2 RFP Timeline

Target Date	Event
June 13, 2018	Release of RFP
June 20, 2018	Anticipated Pre-Proposal Conference
June 25, 2018	Last Day to Submit Questions – 3:00 p.m. (Eastern)
June 29, 2018	Issuance of Answers to Questions (tentative)
July 13, 2018	Proposal Submission Deadline – 3:00 p.m. (Eastern)
August/September 2018	Target Date for Selection

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

3.3 Pre-Proposal Conference and Questions

A pre-proposal teleconference will be scheduled to discuss this RFP, accept questions, and provide preliminary responses. GOSR is in the process of scheduling the teleconference 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> as soon as practicable prior to the scheduled date. 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. All questions must reference this specific RFP in the subject line of the email. For example, the subject line for questions related to this RFP should read **RE: RFP Question – Legal Services**. Any correspondence or questions sent to any other email address regarding this RFP will not receive a response.

It is the sole responsibility of the Respondent to check for any addenda and/or additional information on the “Procurement Opportunities” webpage.

<http://stormrecovery.ny.gov/doing-business-with-gosr/rfps>

3.4 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 Designated Contact Officer, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

In accordance with § 2879 of the Public Authorities Law, GOSR is required to make a responsibility determination with respect to each vendor to whom a contract is to be awarded. The Lobbying Law requires that proposed vendors disclose findings of non-responsibility against them by any other governmental agency within the previous four years. Certain findings of non-responsibility can result in a rejection for contract award and, in the event of two (2) findings within a four-year period, the Respondent will be rendered ineligible (debarred) to submit a proposal for, or be awarded, any procurement contract for a period of four (4) years from the date of the second final determination of non-responsibility. Contacts by GOSR employees who are required to obtain information in furtherance of the Responsibility Determination are considered “permissible contacts” under the NYS Finance Law § 139 (j)(3)(a)(8). Further information about these requirements can be found on the Office of General Services website at:

http://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

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**

3.5 Conflicts of Interest

Prior to responding to this RFP, the Respondent must perform a conflict of interest inquiry and disclose to GOSR in its proposal any and all potential conflicts of interest that exist or may exist for its organization and/or subcontractors or affiliates in relation to the scope of work contained in this document.

In the event of real or apparent of conflicts of interest, GOSR reserves the right to impose additional conditions upon Respondents. The selected Respondent(s) will be subject to the provisions on conflicts of interest set forth in section 74 of the New York State Public

Officers Law. Contractor shall immediately inform GOSR in writing of actual or potential conflict of interest that arises under a contract. 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.

3.6 Submission Format

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. Only complete and responsive Proposals will be evaluated. In all instances, GOSR's determination regarding the completeness/responsiveness of any Proposals 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 Legal 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 Legal Services – Technical Proposal and Attachments**.

All emails, including attachments, must not exceed 25 MB. The Respondent can submit documents in labelled parts if the submission file size is too large. Respondent is responsible to ensure that emails and attachments are delivered in a legible format that is within the size limit. Additionally, all Proposals emailed in response to this RFP should not be tagged as private as they will not be received.

Proposals that can only be viewed, downloaded, or otherwise accessed via file sharing, file hosting, or other file storage platforms will not be accepted.

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.

The Respondent shall not make any aspect of its submission contingent upon the use of State of New York personnel, property, or equipment.

GOSR will consider Proposals to this RFP which are submitted in a consistent and easily comparable format. Proposals not organized in the manner set forth in this RFP may be considered nonresponsive at the sole discretion of GOSR. Respondents should not refer to other parts of their submission to information that may be publicly available elsewhere, or to the Respondent's website or any other website, in lieu of presenting the information in the Proposal.

3.7 Changes to Proposal Wording

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.

3.8 Respondent's Errors and Omissions

GOSR reserves the right to reject a submission that contains an error or omission. GOSR also reserves the right to request correction of any errors or omissions and/or to request any 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 requests for clarification or additional information. Respondents shall respond by the deadline stated in the correspondence.

3.9 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 to any Respondent 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.

3.10 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 GOSR and the Commissioner of NYS HCR to be in the best interests of the State of New York.

3.11 Notice of Selection

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

3.12 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 up to five (5) contracts pursuant to this RFP. Each award will encompass the entirety of the Scope of Services contained herein.

GOSR reserves the right to request firms contracted from this RFP, different pricing structures through mini bid solicitations or direct assignments that best meet the needs of the agency at the time of solicitation and/or assignment.

GOSR intends on allocating work via the use of task orders. Nothing in this section shall be construed to limit in any way GOSR's right, in its sole discretion, to cancel this RFP.

3.13 Service Level Agreements

GOSR expects to select Respondent(s) that will agree to a 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.

3.14 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.

3.15 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/or 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 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 employees and employees of any subcontractors. If this RFP requires Respondents to provide GOSR with personal information of employees who have been included as resources in 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 purposes of responding to this RFP and use 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 will immediately supply such originals or copies to GOSR.

3.21 RFP and Proposal as Part of Contract

This RFP, as well as any related solicitation documents such as Addenda and Questions & Answers, 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 and related documents or Proposal conflict with the contract, the contract terms shall control.

4. SCOPE OF SERVICES

GOSR is seeking proposals from law firms, large and small, that have demonstrated expertise in one or more of the following areas of law (including, in each instance, litigation capabilities): real property, regulatory litigation, bankruptcy, and/or foreclosure. At this time, GOSR currently anticipates that there will be approximately 650 recapture litigation cases (number subject to change) with very few expected to reach a trial. It is also expected that there will be approximately 10 real property reversionary interest enforcement cases per month (360 over the duration of the contract(s)). Bankruptcy and/or foreclosure litigation are also anticipated to be needed in the future; specific scope of services related to these services will be requested on an as needed basis.

The current and available scope of Legal Services to be provided by the Respondent(s) are summarized in the section below.

4.1 Recapture Litigation Services

Recapture Program Background Information:

GOSR will make every effort to ensure that all NY Rising grants are awarded and disbursed in accordance with the New York State Action Plan and subsequent amendments, the grant agreement executed by and between the State of New York and HUD, and applicable State and federal regulations. Homeowner applicants were awarded funding pursuant to policies and procedures outlined by the specific program from which funding was sought. However, situations may arise where an applicant needs to return all or part of the awarded funding to the respective program.

CDBG regulations {24 CFR 570.502} governing grant administration and Office of Management and Budget (OMB) cost principles [2 CFR 200.403 (a)] require that payment of CDBG-DR funds to beneficiaries be necessary and reasonable; and prohibit beneficiaries from retaining excess funds not used for eligible, approved costs. The provision of CDBG-DR funds in excess of what is needed for immediate use is also prohibited [2 CFR 200.305 (b) (1)].

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), (42 U.S.C. 5121–5207), as amended, and Federal Register Notice, Vol. 76, No. 221, November 16, 2011 provide that CDBG-DR funding may only be provided to the extent that it does not duplicate funding provided to a beneficiary for the same purpose. Common examples of duplicative funding include, but are not limited to:

- a. Payments under the National Flood Insurance Program (NFIP);
- b. Payments from private insurance;
- c. Funding from the United States Federal Emergency Management Agency (FEMA);

- d. Small Business Administration (SBA) loans; or
- e. Charitable donations or work performed by not-for-profits.

The selected Respondent(s) shall provide litigation services to the Recapture Program for GOSR, operating under the auspices of HTFC, in connection with the CDBG-DR Program. It shall serve as Lead Counsel for all Recapture litigation matters. Such services shall include, but are not limited to the following:

- a. Drafting complaints and ensuring delivery of the same to defendants along with a final demand letter;
- b. Managing the service of process on all defendants, as applicable;
- c. Managing the negotiation of recoupment; and
- d. Obtaining and entering default judgment in the appropriate court, as applicable;
- e. Providing guidance on procedure and documentation requirements;
- f. Attending regularly-scheduled meetings with GOSR legal to discuss case progress; and
- g. Providing any other assistance to GOSR legal, as reasonably requested by GOSR.

4.2 Reversionary Interest Enforcement Services – Real Property

Reversionary Interest Enforcement – Real Property Background Information:

GOSR acquires homes through HTFC in connection with the Acquisition Program, and the property is offered for sale at public auction to the highest bidder for a fraction of the pre-storm value. These sales, are subject to certain restrictions designed to promote efficient redevelopment of storm-damaged communities and resiliency within these communities in the event of future storms. The terms of sale for the auction provides, among other things, that a deed restriction is placed on all properties with the purpose of ensuring that properties are rebuilt in a resilient manner and to protect and promote the safety and general welfare of the residents of New York.

The seller conveys to the purchaser a fee on limitation title. Full title will vest in the purchaser so long as the purchaser obtains a duly issued final certificate of occupancy from the local building department within three (3) years, or any extended time, from the date of closing, indicating that all redevelopment of the property is consistent with local use and zoning regulations. If the purchaser fails to obtain a final certificate of occupancy within 3 (three) years of the date of closing, or any extended time, the

property will automatically revert to HTFC, and full title and right of possession becomes immediately vested in HTFC. A quiet title action, and a declaratory action will be brought so that New York State can enforce its reversionary rights.

Upon purchaser's satisfaction of the above-referenced requirements, HTFC's reversionary interest will be released and full title will vest in the purchaser. Laws and regulations governing the enforcement include but are not limited to the New York Consolidated Laws, Real Property Actions and Proceedings Law and Lien Law.

The selected Respondent(s) shall facilitate the enforcement of HTFC's reversionary right of the deeds conveying properties sold at auction from HTFC to purchasers, when purchasers have failed to comply with the requirements set forth in the deed. These services shall entail the following:

- a. Drafting and mailing demand letters to property owners;
- b. Filing complaints;
- c. Obtaining judgments;
- d. Recording judgments with the county clerk and/or recorder to file a clean title for HTFC; and/or
- e. Working with purchasers who wish to return the property to ensure release of any and all interests in the purchased property to HTFC.
- f. Providing guidance on procedure and documentation requirements;
- g. Attending regularly-scheduled meetings with GOSR legal to discuss case progress; and
- h. Providing any other assistance to GOSR legal, as reasonably requested by GOSR.

4.3 Commencement of Services

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.

4.4 Required Minimum Qualifications of Respondent

The following subsections are required minimum qualifications.

- 4.4.1 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.

- 4.4.2 Respondent must indicate a commitment to a good faith effort to achieving HTFC's goal of 30% of any awarded job to a New York State certified Minority- and Women-owned Business Enterprise (MWBE) for each project awarded (15% to New York State-certified MBE and 15% to New York State-certified WBE). Refer to section 5.7.2.

Please note that if a Respondent is a New York State certified MWBE, it must choose whether to participate as an MBE or a WBE, as one Respondent cannot claim status as both an MBE and a WBE.

Whether the Respondent is a New York State certified MWBE, MBE, WBE or none of the aforementioned, the Respondent may achieve the goal of 30% through joint ventures, subcontracting relationships or other partnerships.

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

- 4.4.4 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:

- a) 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
- b) Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York or another State
- c) Pending litigation with New York State, any other State, or a municipality located in New York or another State
- d) Arson conviction or pending case
- e) Harassment conviction or pending case
- f) Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings
- g) In rem foreclosure
- h) Sale of tax lien or substantial tax arrears
- i) Fair Housing violations or current litigation
- j) Defaults under any Federal, State or locally-sponsored program
- k) 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
- l) Past or pending voluntary or involuntary bankruptcy proceeding

- m) Conviction for fraud, bribery, or grand larceny
 - n) Listing on the Federal or State excluded parties lists
- 4.4.5 Respondent has adequate financial resources to perform the contract, or the ability to obtain them. This documentation shall include an audited financial report for the two (2) most recent fiscal years of the Respondent. If unavailable, please clearly state the reason as to the unavailability of said documentation and provide equivalent alternative financial materials upon submission of your Proposal.
- 4.4.6 Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- 4.4.7 Respondent has a satisfactory performance record.
- 4.4.8 Respondent has a satisfactory record of integrity and business ethics.
- 4.4.9 Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- 4.4.10 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.
- 4.4.11 Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 4.4.12 Respondent demonstrates an understanding and ability to comply with all regulations, codes, ordinances local, state and/or federal laws that apply to the requirements and/or obligations contemplated by this RFP and/or resulting contract.
- 4.4.13 The Respondents must have practiced law in the State of New York for at least three (3) years.

5. CRITERIA AND 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.

Through an evaluation panel, GOSR will select the Respondent(s) whose Proposal receives the greatest number of points (technical and price combined). The evaluation panel will establish a shortlist based on technical proposals, either through a natural break in scores or a technically viable cut off technical score. The panel will evaluate the price proposals of only those firms that have made the technical cut off.

GOSR reserves the right to award contracts based on initial proposals received, without discussions; therefore, the Respondent’s initial proposal should contain its best technical and price terms. GOSR may request Best and Final Offers (BAFO) from shortlisted Respondents.

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.

OVERALL SELECTION CRITERIA	POINTS AVAILABLE
TECHNICAL	80
PRICE	20
TOTAL POINTS AVAILABLE	100

Technical Selection Criteria	Points Available
Engagement Experience and Capacity	30
Key Personnel	20
Approach and Methodology	20
Commitment to Compliance	10
Total Technical Points Available	80

Proposals are to be submitted in the following format and sequence to ensure that they receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. All pages should be consecutively numbered.

5.2 Cover Letter and Table of Contents

Provide a cover letter that includes a certification that the information submitted in and with the submission is true and accurate, that the firm meets the appropriate state licensing requirements to practice in the State of New York and that the person signing the cover letter is authorized to make the submission on behalf of the Respondent.

Provide a table of contents that clearly identifies the location of all material within the submission by section and page number.

Specify the primary contact person for the Respondent (name, title, location, telephone number, and email address).

5.3 Executive Summary

Provide an executive summary including a description of the Respondent's legal status, date of establishment, type of entity and business expertise (e.g., individual practitioner, partnership, etc.), current ownership structure, background, mission, an explanation of the types of services the Respondent provides that relate to this RFP, and an organizational chart. The Respondent should describe its organization in terms of the following: size, structure, areas of practice and office location(s).

Respondent shall indicate whether the firm is a New York State Business Enterprise as defined below pursuant to Section 2879 of the Public Authorities Law:

A "New York state business enterprise" means a business enterprise, including a sole proprietorship, partnership, or corporation, which offers for sale or lease or other form of exchange, goods which are sought by the corporation and which are substantially manufactured, produced or assembled in New York state, or services which are sought by the corporation and which are substantially performed within New York state.

Briefly describe any recent or materially significant proposed change in ownership, 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 audited financial reports for the previous two (2) fiscal years. Refer to section 4.4.5 of the RFP.

Submit a completed Respondent Overview form (page 1 of the Appendices for Request for Proposals) which includes the name, address, telephone, fax, and email of the Respondent and the names of the Principal for the Respondent firm that will be providing services. Respondents are encouraged to provide specific opportunities and partnerships with minority-and/or women-owned business enterprises.

Please note that all subcontractors of the selected Respondent(s), prior to and after the issuance of a contract, will be subject to prior approval by GOSR.

5.4 Engagement Experience and Capacity

The Proposal shall include a summary of the firm's prior work engagements evidencing directly related experience to the requested RFP scope. The summary shall provide a description of the law firm's relevant experience. The Proposal shall identify engagements relevant to the Scope of Services requested herein, with entities comparable to New York State for which the Respondent provides, or has provided, similar legal services within the last five (5) years. Describe the characteristics of which would be uniquely relevant in evaluating the experience of firm to handle the proposed scope of services.

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.

Please include a brief description of representative engagements and specify the firm's role with respect to each such engagement. Each example should include:

- 5.4.1 Name of client organization;
- 5.4.2 Description of the engagement and objectives, including start and end dates, and relevance of the referenced assignment to this RFP;
- 5.4.3 Information regarding the engagement that would demonstrate successes experienced by the client as a result of the recommendations (this may include performance metrics and improvements);
- 5.4.4 Contact information for the client organization, including current and working contact information. Contact information shall include the address, telephone number and email address.

If a Respondent will be subcontracting or partnering any portion of the work, please provide a subcontracting plan that includes the following:

- Role and experience of the Respondent in providing the requested services under the RFP;
- Summary of qualifications and experience of the relevant subcontractor/partner staff;
- Explanation of past engagements with proposed subcontractor/partner, if applicable;
- The estimated percentage of work to be assigned to subcontractors;

- The allocation of work amongst the subcontractors; and
- Methods of handling quality assurance and monitoring the work of subcontractors.

A paragraph should accompany each referenced experience describing the Respondent's role on the relevant project(s) as well as any other contextual information.

Respondent shall also provide a summary of its capacity to perform the given scope of work. This narrative should highlight the Respondent's ability to perform the requested legal 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.

References. The Proposal shall include at least three (3) references for the Respondent and for all partners, sub-consultants and subcontractors. Respondents may provide a reference for any disaster-related experience they list in this section as applicable. 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 may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP, and the responsiveness of the Respondent to the client during the engagement. Information provided by references will be used by GOSR for submission evaluation purposes. References should be available and aware of their inclusion in the Respondent's submission and pending contact.

GOSR reserves the right to attempt, or not to attempt, to re-contact or notify Respondent of its inability to connect with references in an initial effort. GOSR is not responsible for the lack of responsiveness of the references listed by Respondents, and the State is not required to alert Respondents of a reference's unresponsiveness during the submission evaluation period. Inability to contact references will not be looked upon favorably. In addition, GOSR reserves the right to contact other sources not necessarily identified in the submission to obtain information about Respondents.

GOSR reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references.

Please list references other than GOSR references.

5.5 Key Personnel

Respondent shall identify all key personnel involved in performing the work identified for which the Respondent is proposing. Attach the résumés and professional qualifications of all of the Respondent's key personnel being proposed, including degrees, certifications, licenses and years of relevant experience. Respondent shall specifically identify people currently employed by the Respondent who will serve in key roles. This section shall provide an organizational chart that shows how and by whom these functions will be performed. This section must include acknowledgement that, if selected, the Respondent has the capacity to respond with sufficient key and line staff and that staff approved by GOSR, as part of the contract, will be available for subsequent assignments.

The Key Personnel section will be scored based on the quality of the submissions for the four (4) required key personnel, including but not limited to: qualifications and education requirements; length of employment and history of proposed staff with the Respondent firm; references; past performance history; and ability to meet cost and schedule commitments on similar programs.

The following represents the general descriptions for the four (4) staffing categories to be utilized in the Respondent's Proposal and, if awarded, the resulting contract.

Partner: The Partner would be responsible for reporting to Senior GOSR staff on large legal issues. The Partner would participate in contract negotiations and engage GOSR when significant scope or change of work order is needed. The Partner must have at least five (5) years of experience providing legal services to public entities (which include federal, state, or local agencies or public authorities within the United States), including but not limited to those services outlined in section 4 of the RFP. This position requires excellent legal skills including litigation experience with prior supervisory experience.

Associate: The Associate should have substantial experience in the courtroom in addition to performing legal research, drafting memoranda, drafting legal documents (discovery, settlement agreements, proposals). The Associate will be responsible for managing a docket of litigation cases through all phases of litigation. The Associate must have at least three (3) years of experience providing legal services to public entities (which include federal, state, or local agencies or public authorities within the United States), including but not limited to those services outlined in section 4 of the RFP.

Paralegal: The Paralegal will be responsible for various duties including but not limited to: schedule hearings; assist attorney with hearing preparation; assist attorney at hearings and or trial, as needed; draft correspondence to clients, courts and attorneys; arrange for service of process; manage case deadlines and ensure that deadlines are met. Paralegals must have at least two (2) years of previous law office experience.

Administrative Staff: The Administrative Staff will be responsible for various duties including but not limited to: process incoming and outgoing mail; prepare letters and other legal documents as appropriate; maintain litigation dockets; and monitor case status. Experience handling highly sensitive information is required. Administrative Staff must have at least one (1) year of experience providing similar services in support of a legal office.

5.6 Approach and Methodology

Respondents that shall provide a clear and detailed narrative describing the unique approach, methodologies, knowledge and capability to be employed in the performance of the delivery of legal services and places emphasis on high standards for the delivery of services, will score higher than those who do not.

The Proposal shall also address the stages identified in the Respondent's "Additional Pricing Information" of section 5.8 and present why the proposed approach and methodology is appropriate and suited for the specific RFP scope.

Proposals must provide examples of how the proposed approach has achieved success in specific, relevant engagements 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 engagements accomplished by the Respondent, and shall include the metrics and factors used to demonstrate that those engagements and the Respondent's approach were indeed successful.

Respondent shall provide a detailed approach for establishing legal 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 specific procedures for ensuring compliance with all federal and state legal requirements related to this scope and operations with and for GOSR.

5.7 Commitment to Complying with all Applicable Regulations

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

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.

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 of the RFP Appendices.

5.7.1 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.

5.7.2 *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 firms 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). 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. 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.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have wilfully 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.

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).

5.7.3 *Business Participation Opportunities for service-disabled veteran-owned businesses (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. Bidders/proposers for 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 fulfillment 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.

5.7.4 *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.”

5.8 Price Proposal

Complete the Price Proposal Form in its entirety (Attachment 1a) - Required:

- a) Do not make any changes to the Price Proposal Form other than to add rows.
- b) Use the titles provided, even if these are not consistent with the Respondent’s existing titles.
- c) Include one rate for each labor category noted on the Price Proposal Form. A single blended rate for all titles cannot be proposed and will not be evaluated.
- d) The Price Proposal Form must include the hourly rate (U.S. dollars) for each title described. Each rate must be presented as a fixed dollar amount.
- e) Rates included in the Price Proposal Form should be the Respondent’s lowest rates for same or similar services provided to governmental entities.
- f) Hourly fees are all-inclusive billing rates and must include any reproduction, travel, postage, or other expenses. GOSR reserves the right to request a breakdown of the billing rate if GOSR deems it necessary.
- g) The Price Proposal Form should be signed by the individual who signs the Proposal cover page.

Additional Pricing Information (Attachment 1b) – Required:

In addition to the completed Price Proposal Form (Attachment 1a), Respondents must provide as part of their Price Proposal, a narrative proposal describing the Respondent’s approach to an alternative fixed pricing structure based on representative stages (the stages listed here are provided as examples only) of anticipated recapture litigation services. The narrative proposal should include estimated prices for each stage. Potential stages include, but are not limited to: sending demand letters, filing complaints, service of process, negotiating with applicants, filing default judgments, depositions, interrogatories, attending hearings and/or trial, as well as anticipated reversionary interest enforcement services including, but not limited to: sending demand letters, filing complaints, obtaining judgments, recording judgements, and negotiating with property owners who wish to return the property.

The pricing information provided in this Additional Pricing Information section will not be used in calculating the price points for a particular Respondent. Only the all-inclusive billing rates proposed on the Price Proposal Form will be evaluated in calculating the price points.

GOSR reserves the right to request contracted firms different pricing structures through mini bid solicitations or direct assignments that best meet the needs of the agency at the time of solicitation and/or assignment.

All proposal prices shall remain valid until and through contract execution. If contract term options are exercised, option year pricing shall be subject to GOSR review and approval.

5.9 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 relevant legal 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.

5.10 Basis for Contract Award

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.

Through an evaluation panel, GOSR will select the Respondent(s) whose Proposal receives the greatest number of total points (technical and price combined).

No more than 20 price total points will be awarded to any Respondent. The lowest priced qualifying technical proposal will be awarded the maximum price point of 20. Other Respondents will be awarded price points as follows:

$$\text{Total price points for Respondent } X = \left(\frac{\text{lowest Respondent's price}}{\text{Respondent } X\text{'s price}} \right) \times 20$$

The State does not guarantee any minimum services to any one contractor in the event of multiple awards.

5.11 Vendor Responsibility

Complete and include in the Proposal a Vendor Responsibility Questionnaire for the Respondent and its proposed subcontractors, which can be found at http://www.osc.state.ny.us/vendrep/forms_vendor.htm. Select the questionnaire that best matches the business type (either For-Profit or Not-For-Profit) and business activity (Construction or Other). Do not send the completed form to the Office of the State Comptroller (OSC) unless specifically requested.

5.12 Affirmation of Understanding

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).

5.13 Offeror Disclosure of Prior Non-Responsibility Determinations

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

5.14 Non-Collusive Bidding Certification

Complete and sign the Non-Collusive Bidding Certification (a form in Appendices) for Respondent and for all proposed partners, subcontractors/sub-consultants.

5.15 Requirements 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 Proposals to this RFP. Such Respondents shall attach a certificate of good standing from the New York Secretary of State to their submissions.

5.16 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 Vendor.

5.17 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. 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.

*Note: An updated Appendices with updated contract provisions for 2 CFR Part 200 are on the GOSR website as part of this RFP. Attachment 3 which contains the updated contract provisions are included in this RFP for your convenience.

5.18 Standard Clauses for Contracts with HTFC

Because the 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.

5.19 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.

6. ATTACHMENTS AND APPENDICES

Attachments 1a and 1b – Price Proposal Form and Additional Pricing Information

Attachment 2 – Insurance Requirements

Attachment 3 – Contract Provisions for 2 CFR Part 200

Attachment 4 – Request for Proposals (RFP) Checklist, Legal Services

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 1a – Price Proposal/Price Proposal Form (REQUIRED)
(Page 1 of 2)**

LEGAL SERVICES

Firm Name: _____

Identify all persons being proposed for the RFP scope and all-inclusive hourly billing rates. Complete one rate table for all services requested in section 4 of the RFP.

Title	All-Inclusive Hourly Billing Rate
Partner	
Associate	
Paralegal	
Administrative Staff	

I certify that the rates proposed in the Price Proposal Form are the firm’s lowest rates for same or similar services provided to governmental entities.

Name: _____

Title: _____

Signature: _____

Date: _____

Attachment 1b - Price Proposal /Additional Pricing Information (REQUIRED)
(Page 2 of 2)

LEGAL SERVICES

Per section 5.8 of the RFP, Respondents must provide as part of their Price Proposal, a narrative proposal describing the Respondent’s approach to an alternative fixed pricing structure based on representative stages (the stages listed here are provided as examples only) of anticipated recapture litigation services. The narrative proposal should include estimated prices for each stage. Potential stages include, but are not limited to: sending demand letters, filing complaints, service of process, negotiating with applicants, filing default judgments, depositions, interrogatories, attending hearings and/or trial, as well as anticipated reversionary interest enforcement services including, but not limited to: sending demand letters, filing complaints, obtaining judgments, recording judgements, and negotiating with property owners who wish to return the property.

The pricing information provided in this Additional Pricing Information section will not be used in calculating the price points for a particular Respondent. Only the all-inclusive billing rates proposed on the Price Proposal Form will be evaluated in calculating the price points.

Respondents may add additional lines to the chart below for stages identified, as needed:

Stage	Fixed Price

I certify that the prices provided in the Additional Pricing Information are the firm’s lowest prices for same or similar services provided to governmental entities.

Name: _____

Title: _____

Signature: _____

Date: _____

Attachment 2 - Insurance Requirements

Contractor shall procure and maintain, at its sole cost and expense, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Work Order(s), insurance of the type, and with the limits and deductibles, listed 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.

- 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".
- 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 Contractor's activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s).
- 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 Vendor or its employees) utilized and/or related to Vendor's activity or performance under the Agreement, the Services or Scope of Services, or any Work Order(s), to the full replacement value, and which shall allow for a waiver of subrogation in favor of HTFC. Vendor hereby agrees to waive its right of subrogation against HTFC. Failure of the Contractor to secure and maintain adequate coverage shall not obligate HTFC, its agents of 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 and the State of New York as “Additional Insureds”.
- vi. Professional Liability Insurance. In an amount not less than Ten Million Dollars (\$10,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Vendor and/or those acting under the Vendor’s direction or control and/or those for whose acts the Vendor 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 Vendor. HTFC, the State of New York, and all “benefitted parties” shall be named as “Additional Insureds” on the policy.

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 Vendor under this Agreement, the Services or Scope of Services, or any Work Order(s), 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 Vendor 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 “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 Vendor 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 Vendor 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 under this Agreement shall only be subject to (i)-(iv) of this Section, except that (vi) shall apply where applicable. However, Vendor 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 Vendor 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:

Vendor will also be required to agree to the following indemnification provisions:

Vendor shall, and hereby agrees, to hold harmless, defend (with counsel acceptable to HTFC), and indemnify HTFC and the State of New York, 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 this Agreement, the Services or Scope of Services, or any Work Order(s), 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 the Agreement, the Services or Scope of Services, or any Work Order(s), any injuries or damages resulting from defects, malfunction, misuse, etc. of Vendor-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or willful misconduct) of Vendor 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 Vendor 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 Vendor or otherwise arising in connection with this Agreement. This clause shall survive indefinitely the termination of this Agreement 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 the Agreement, Services or Scope of Services, or any Work Order(s). Accordingly, all of the indemnification provisions as set forth herein 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 this Agreement for any reason.

Notwithstanding the foregoing indemnification provisions, Vendor 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 Vendor, its officers, employees or agents.

Attachment 3 - Contract Provisions for 2 CFR Part 200

Electronic Code of Federal Regulations

e-CFR data is current as of **April 16, 2018**

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part 200

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each

solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee

of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Attachment 4 - Request for Proposals (RFP) Checklist

Required Proposal Content:

- Cover Letter and Table of Contents
- Executive Summary
- Engagement Experience and Capacity
- Key Personnel
- Approach and Methodology
- A Statement of Commitment to Compliance
- Audited Financial Reports for the past two (2) fiscal years for Respondent
- Price Proposal with Completed Price Proposal Form and Additional Pricing Information (separate from Technical Proposal)

Required Forms and Information:

- Respondent Overview
- IDA Certification
- Appendix A – Affirmation of Understanding
- Appendix B – Offeror Disclosure
- Non-Collusive Bidding Certification(s) for Respondent and Subcontractor(s)
- Appendix III – Diversity Forms (HUD & HTFC)
 - 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
 - Form Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Vendor Responsibility Questionnaire (Respondent)
- Vendor Responsibility Questionnaire(s) (Subcontractor(s))
- Certificate of Good Standing
- Diversity Certification, as applicable