



**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)**

**Monitoring and Compliance Services II**

**RFP #201712\_063**

**January 4, 2018**

**Responses must be received by  
3:00 p.m. (Eastern), February 6, 2018**

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## **1. OVERVIEW OF THE REQUIREMENT**

The Governor's Office of Storm Recovery ("GOSR") of the Housing Trust Fund Corporation ("HTFC") seeks to procure monitoring and compliance 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 monitoring and compliance services across a broad range of CDBG-DR funded programs managed by GOSR. These services are 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>.

## **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 will administer the program through a variety of organizations and municipalities through subrecipient agreements. Depending on the specific program or project, GOSR may also choose to directly administer activities through contractors or other vendors.

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

### **2.1 Anticipated Contract Term**

Any contract that is awarded from the RFP is anticipated to be for an initial period of one (1) year, with four (4) one-year options, not to exceed a total contract term of five (5) years.

### 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](mailto:GOSRProcurement@stormrecovery.ny.gov)

#### 3.2 RFP Timeline

Target Date	Event
January 4, 2018	Release of RFP
January 16, 2018	Anticipated Pre-Proposal Teleconference
January 18, 2018	Last Day to Submit Questions – <b>3:00 p.m. (Eastern)</b>
January 22, 2018	Issuance of Answers to Questions (tentative)
February 6, 2018	Proposal Submission Deadline – <b>3:00 p.m. (Eastern)</b>
February/March 2018	Finalist Interviews (if applicable)
March 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 Teleconference 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](mailto: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 – Monitoring and Compliance II**. 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 amendments and 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 (4) 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](http://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp)

For all lobbying law contacts and inquiries, please contact:

Natalie Dennery

Lobbying Contact Officer

Governor’s Office of Storm Recovery

[GOSRProcurement@stormrecovery.ny.gov](mailto: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 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](mailto: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 Monitoring and Compliance II – Price Proposal**. Part two shall include the Technical Proposal along with all attachments and completed forms. The email subject shall indicate **RE: Proposal for Monitoring and Compliance II – 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.

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 Contract, 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 five (5) contract(s) pursuant to this RFP. GOSR intends on allocating work via 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 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. SERVICES**

### **4.1 Scope of Services**

The scope of services identified below is intended to ensure that monitoring and compliance services are available to aid various GOSR programs and departments in the prevention of fraud, waste, and abuse in a manner compliant with Federal and State regulations, as well as established GOSR policies and procedures.

The scope of services to be provided includes the following, but is not limited to:

- a. Monitoring of wage compliance in accordance with the Davis-Bacon Act, as amended, the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.), and its implementing regulations of the U.S. Department of Labor at 29 CFR Parts 1, 3, 5 and 7.
- b. Forensic and fraud-related investigations initiated from a variety of sources, including complaints reported into GOSR's hotline and referrals from external agencies.
- c. Contractor management and monitoring, including due diligence reports and invoice review and processing.
- d. Internal Audit Department support.
- e. Onsite monitoring visits to recipients of GOSR funds to ensure compliance with regulatory and contractual requirements, including, but not limited to, the areas listed below:
  - i. Eligibility determinations, including:
    - 1. Tie to the storm: Monitor for compliance with the Disaster Relief Appropriations Act (Public Law 113-2) and the March 5, 2013, Federal Register Notice, page 14335 to ensure that "funds shall be used for recovering from a Presidentially-declared major disaster" only. Recipients "must document how each activity is connected to the disaster for which it is receiving CDBG assistance." March 5, 2013, Federal Register Notice, page 14335.
    - 2. National objective: Monitor for compliance with 24 CFR 570.208, 24 CFR 570.208 and the March 5, 2013 Federal Register Notice, to ensure that all activities meet one of the three CDBG national objectives:
      - a. Low-to-moderate income benefit
      - b. Slum and blight removal
      - c. Urgent need
    - 3. Duplication of Benefits: Monitor for compliance with Section 312 of the Disaster Relief and Emergency Assistance Act to ensure that "no such person, business concern, or other entity will receive such [disaster recovery] assistance with respect to any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source." 42 U.S.C. 5155(a).
    - 4. Procurement: Monitor to ensure that goods and services are procured in a manner providing full and open competition in accordance with established procurement policies and procedures

which conform to applicable Federal law and the standards identified in 2 CFR 200.318 through 2 CFR 200.326.

5. Financial Management: Monitor for compliance with 2 CFR 200, including, but not limited to:
    - a. 200.302, which sets forth the various financial management standards for recipients of GOSR funds.
    - b. 2 CFR 200.501, which requires entities that expend \$750,000 or during a fiscal year in federal awards (from all sources) have a Single Audit conducted for that fiscal year.
  6. Internal Controls: Monitor for compliance with 2 CFR 200.303, which requires that recipients of GOSR funds “establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal in compliance with Federal statutes regulations, and the terms and conditions of the Federal award”.
  7. Fair Housing: Monitor for compliance with the Fair Housing Act.
  8. Section 3: Monitor for compliance with 24 CFR Part 135 and related GOSR policies and procedures.
  9. M/WBE: Monitor for compliance with Article 15-A of the New York Executive Law and related GOSR policies and procedures.
- f. Monitoring for compliance with HUD's NEPA Implementing Procedures and all HUD Environmental Standards including but not limited to; 24 CFR 35, 24 CFR 51, 25 CFR 55, and 24 CFR 58.

## **4.2 Key Deliverables**

The key deliverables to be provided include the following, but are not limited to:

- a. Comprehensive reports on actions taken in the monitoring process.
- b. Work papers that provide information on the process used to develop reports.
- c. Discussion of any potential HUD concerns or findings the Respondent discovers in the process, as well as a corrective plan of action.
- d. Any other related deliverable requested and produced in the course of the contract to effectuate the services outlined in the RFP.

### **4.3 Required Minimum Qualifications of Respondent**

The following subsections are required minimum qualifications.

4.3.1 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.

4.3.2 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.

4.3.3 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.

4.3.4 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
- 4.3.5 Respondent has adequate financial resources to perform the contract, or the ability to obtain them. Financial records for the past two (2) years must be included in the Proposal.
- 4.3.6 Respondent can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- 4.3.7 Respondent has a satisfactory performance record.
- 4.3.8 Respondent has a satisfactory record of integrity and business ethics.
- 4.3.9 Respondent has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.
- 4.3.10 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.
- 4.3.11 Respondent is otherwise qualified and eligible to receive an award under applicable laws and regulations.

## **5. SELECTION 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.

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.

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.

<b>Selection Criteria</b>	<b>Points Available</b>
Project Experience and Capacity	25
Key Personnel	25
Approach and Methodology	20
Commitment to Compliance	10
Price	20
<b>TOTAL POINTS AVAILABLE</b>	<b>100</b>

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, 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 e-mail address).

## **5.3 Executive Summary**

Provide an executive summary including 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, an explanation of the types of services the Respondent provides that relate to this RFP, and an organizational chart.

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.

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 all principals and staff that will be providing services, as well as all proposed subcontractors and sub-consultants. Respondents are encouraged to provide specific opportunities and partnerships with minority-and/or women-owned business enterprises.

\*\*Please also note that all subcontractors of the selected firms, prior to and after the issuance of a contract, will be subject to prior written approval by GOSR.

#### **5.4 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 Federal grant monitoring and compliance 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:

5.4.1. Name of client organization;

5.4.2 Description of the engagement and project objectives, including start and end dates, and relevance of the referenced assignment to this RFP;

5.4.3 Information regarding the project 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 monitoring and compliance 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 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 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

Attach the résumés and professional qualifications of the Respondent's key personnel, 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 list, describe, and discuss the need for specific roles to perform each of these functions and 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.

Key Personnel section will be scored based on the quality of the submissions for the seventeen (18) 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.

If the Respondent chooses to include additional labor categories for ancillary work needed to effectuate the requested services of the RFP, the Respondent must do so in the context of Alternate Cost Structure. Refer to Section 5.8 of the RFP. For every additional labor category proposed, Respondent must provide at a minimum, a description of the labor category, inclusive of the minimum education and experience qualifications, relevance to the scope, and why the additions are necessary. Include resumes and professional qualifications of all additional staff.

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

**Engagement Partner:** The Engagement Partner would be responsible for reporting to Senior GOSR staff on large contractual issues. They would participate in contract negotiations and engage GOSR when significant scope or change of work orders is needed. This position requires leadership ability, planning, analytical, and organizational skills. The Engagement Partner must have at least five (5) years of experience in providing monitoring and compliance 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 this RFP, and have at least a Bachelor's degree. An additional five (5) years of equivalent experience can be substituted in lieu of a degree.

**Project Manager:** The Project Manager will coordinate and delegate the assignments to the contractor's staff, and serve as the point of contact for GOSR staff. The Project Manager will be responsible for reporting to GOSR on progress and, if necessary, communicating with other stakeholders on new issues, project status, meetings, and deliverables. This position requires planning and analytical skills, organizational skills, and the ability to work on projects in a cross-functional manner. The Project Manager must have at least four (4) years of experience in providing monitoring and compliance 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 this RFP, and have at least a Bachelor's degree. An additional four (4) years of equivalent experience can be substituted in lieu of a degree.

**Senior Management Analyst:** The Senior Management Analyst will be responsible for the execution of the monitoring and compliance services tasks and assignments as directed by GOSR. These tasks, assignments, and issues may include, but are not limited to, financial and forensic auditing, and require familiarity with federal regulations, including CDBG-DR specific requirements and a working knowledge of HUD-specific monitoring requirements in addition to familiarity with wage rate requirements and/or monitoring standards in this RFP. The Senior Management Analyst must have at least three (3) years of experience in providing monitoring and compliance services, with a minimum of one (1) year experience in providing such services for public sector projects including but not limited to those services outlined in this RFP, and have at least a Bachelor's degree. An additional three (3) years of equivalent experience can be substituted in lieu of a degree.

**Management Analyst:** The Management Analyst will assist in the execution of the monitoring and compliance service tasks and assignments. The Management Analyst must have at least two (2) years of experience in providing monitoring and compliance services, with a minimum of one (1) year experience in providing such services for public sector projects including but not limited to those services outlined in this RFP, and have at least a Bachelor's degree. An additional two (2) years of equivalent experience can be substituted in lieu of a degree.

**Accountant/Auditor:** The Accountant/Auditor will assist in the execution of the monitoring and compliance service tasks and assignments. The Accountant/Auditor must have at least two (2) years of experience in providing monitoring and compliance services that may include, but are not limited to the following: Company Backgrounds, Investigations, Financial, Forensic Auditing, Compliance for public sector projects in

services outlined in this RFP, and have at least a Bachelor's degree. An additional two (2) years of equivalent experience can be substituted in lieu of a degree.

**Senior Forensic Engineer:** The Senior Forensic Engineer will assist in the execution of the monitoring and compliance service tasks and assignments under the supervision of the Senior Management Analyst, Project Manager, or Engagement Partner. The Senior Forensic Engineer will be responsible for investigating engineering services related to events, systems, devices, and/or failures and providing expert opinions. This position will primarily be tasked with evaluating various construction projects in regards to safety spot monitoring including but not limited to investigation of materials, products, structures or components that fail or do not operate or function as intended. The Senior Forensic Engineer must have at least two (2) years of experience in providing monitoring and compliance services, with a minimum of one (1) year experience in providing such services for public sector projects. The Senior Forensic Engineer must have a Bachelor's degree in an engineering field.

**Engineer:** The Engineer will assist in the execution of the monitoring and compliance service tasks and assignments under the supervision of the Senior Management Analyst, Project Manager, or Engagement Partner. The Engineer will be responsible for investigating engineering services related to events, systems, devices, and/or failures. The Engineer must have at least two (2) years of experience in providing monitoring and compliance services, with a minimum of one (1) year experience in providing such services for public sector projects. The Engineer must have a Bachelor's degree in an engineering field.

**Investigator:** The Investigator will assist in the execution of the monitoring and compliance service tasks and assignments. The Investigator will work closely with GOSR, its consulting firms, and external law enforcement agencies. The Investigator must have at least two (2) years of experience in providing monitoring and compliance services that may include, but are not limited to the following: Identifying Fraud, Waste, and Abuse risks, Developing and implementing investigatory reports, Conducting background and qualifications checks and Reviewing of various documents. This may also require inquiries, including interviews, site visits, field activities, and records reviews for public sector projects in areas outlined in this RFP, and have at least a Bachelor's degree. An additional two (2) years of equivalent experience can be substituted in lieu of a degree.

**Construction Management Professional:** The Construction Management Professional will assist in the execution of the monitoring and compliance service tasks and assignments. The Construction Management Professional must have at least two (2) years of experience in providing monitoring and compliance services, with a minimum of one (1) year experience in providing such services for public sector projects, and have

at least a Bachelor's degree. An additional two (2) years of equivalent experience can be substituted in lieu of a degree.

## **5.6 Approach and Methodology**

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

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

Respondent shall provide a detailed approach for establishing monitoring and compliance 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.

## **5.7 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 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.

#### 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).

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.

5.7.3 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 1):

- a) Do not make any changes to the Price Proposal Form.
- 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 discounted governmental rates.
- f) Hourly fees are all inclusive 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 must include a Total Proposal Price.
- h) The Price Proposal Form should be signed by the individual who signs the Proposal cover page.

Respondents that regularly use pricing models other than what is required above may elect to submit an Alternate Cost Structure (“ACS”) in addition to their completed Price Proposal Form. Respondents that do not submit a completed Price Proposal Form cannot be considered and will not be evaluated.

The ACS 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 ACS fees. Any additional labor categories being proposed by the Respondent must be specified in the ACS and must include at a minimum, title, rates, multipliers, and estimated hours.

ACS information may be used, at the sole discretion of GOSR, when negotiating a contract with the selected Respondent. GOSR reserves the right to select any payment structure that is in the best interest of the State of New York.

All bid prices shall remain valid until contract execution.

## **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 monitoring and compliance 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 points. The evaluation panel will establish a shortlist, either through a natural break in scores or a technically viable cut off technical score. The panel will then open the price proposals of only those proposals that have made the cut off.

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:

Total price points for Respondent X = (lowest Respondent's price/Respondent X's price) x 20

It is anticipated that awards will be made to the top five (5) Respondents with the highest total score (technical points plus price points). 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](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).

### **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**

Attachment 1 – Price Proposal Form

Attachment 2 – Insurance Requirements

Attachment 3 – Contract Provisions for 2 CFR Part 200

Attachment 4 – Request for Proposals (RFP) Checklist, Monitoring and Compliance II

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**

**Monitoring and Compliance II**

**Firm Name:** \_\_\_\_\_

<b>Line Item No.</b>	<b>Title</b>	<b>Hourly Pay Rate</b>	<b>Multiplier</b>	<b>All-Inclusive Hourly Billing Rate</b>	<b>Estimated # of Hours* (Annual)</b>	<b>Extended Cost</b>
001	Engagement Partner				520	
002	Project Manager				2080	
003	Project Manager				2080	
004	Project Manager				2080	
005	Project Manager				2080	
006	Project Manager				2080	
007	Sr Management Analyst				2080	
008	Sr Management Analyst				2080	
009	Management Analyst				2080	
010	Management Analyst				2080	
011	Management Analyst				2080	
012	Accountant/Auditor				2080	
013	Accountant/Auditor				2080	
014	Accountant/Auditor				2080	
015	Sr Forensic Engineer				160	
016	Engineer				60	
017	Construction Management Professional				420	
018	Investigator				30	
<b>Total Proposal Price</b>						

\*The Estimated # of Hours (Annual) provided are for comparison purposes only. Actual contract amounts may be less or greater than the estimates provided.

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

**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 or employees, for any losses.
- v. Excess Liability Insurance. In an amount not less than Eight Million Dollars (\$8,000,000.00) per occurrence and Eight Million Dollars

(\$8,000,000.00) per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be written on an “occurrence” basis and shall be endorsed to name HTFC and the State of New York as “Additional Insureds”.

- vi. In addition-If vendor will be hauling hazardous material, Contractor’s Pollution Liability (CPL) Coverage. In an amount not less than Five Million Dollars (\$5,000,000.00) covering pollution related claims and also including Non-owned disposal site(s) liability, Transportation pollution liability coverage endorsement, Additional Insured Endorsement, and Additional Insured Endorsement-Products-Completed Operations Hazard. Such insurance shall be written on an “occurrence” basis and shall apply on a primary, non-contributory basis.
- vii. If Vendor 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 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 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 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)-(vii) 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.

For construction, environmental remediation/mitigation, or other work in which HTFC has entered into this contract to perform the work on behalf of homeowners or others who may be determined to be third party beneficiaries of this contract ("benefitted parties"), all of the indemnification provisions set forth herein shall expressly extend to such "benefitted parties" in like manner and degree as to HTFC.

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 December 30, 2016

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

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Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND  
AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)

[Subpart F—Audit Requirements](#)

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#### 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 non-profit 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 government wide 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, Monitoring and Compliance II

#### **Required Proposal Content:**

- Cover Letter and Table of Contents
- Executive Summary
- Project Experience and Capacity
- Key Personnel
- Approach and Methodology
- A Statement of Commitment to Compliance
- Financial Statements
- Price Proposal with Completed Price Proposal Form (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
- 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