



ANDREW M. CUOMO  
Governor

# Homes and Community Renewal

RUTHANNE VISNAUSKAS  
Commissioner/CEO

## **ADDENDUM #4** **Request for Proposals for** **Off-Site Record Storage, Retrieval and Management Services** **AMENDMENT No. 4 (October 9, 2018)**

Section 5 titled “Calendar of Events and Milestones” has been revised as indicated in blackline below.

### **5. Calendar of Events and Milestones**

It is anticipated that a contract resulting from this RFP process will be awarded based on the following schedule:

| <b>Event</b>                            | <b>Date</b>  |
|---|--|
| Issuance of Request for Proposals       | September 12, 2018   |
| Deadline for RFP Questions              | September 27, 2018, 3:00pm EDT<br>(“ <b>Eastern Daylight Time</b> ”) |
| Deadline for Responses to RFP Questions | October 9, 2018  |
| Deadline for Submission of Proposals    | October <del>12</del> <u>15</u> , 2018, 12:00pm EDT                  |
| Interviews/Demonstrations/Walk Throughs | To Be Determined   |
| Anticipated Contract Award Date*        | December 13, 2018  |

\*Subject to the approval of the Agencies’ Boards of Directors (“**Boards**”).

HFA and SONYMA reserve the right to modify this schedule at their discretion. Notification of changes in connection with this RFP will be made available to all interested parties via the Agencies’ web page at: <http://www.nyshcr.org/AboutUs/Procurement/HCR-Procurement.htm>.



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## **ADDENDUM #3** **Request for Proposals for** **Off-Site Record Storage, Retrieval and Management Services** **AMENDMENT No. 3 (October 5, 2018)**

Section 5 titled “Calendar of Events and Milestones” has been revised as indicated in blackline below.

### **5. Calendar of Events and Milestones**

It is anticipated that a contract resulting from this RFP process will be awarded based on the following schedule:

| <b>Event</b>                            | <b>Date</b>  |
|---|--|
| Issuance of Request for Proposals       | September 12, 2018   |
| Deadline for RFP Questions              | September 27, 2018, 3:00pm EDT<br>(“ <b>Eastern Daylight Time</b> ”) |
| Deadline for Responses to RFP Questions | October <del>5</del> <sup>9</sup> , 2018                             |
| Deadline for Submission of Proposals    | October 12, 2018, 12:00pm EDT  |
| Interviews/Demonstrations/Walk Throughs | To Be Determined   |
| Anticipated Contract Award Date*        | December 13, 2018  |

\*Subject to the approval of the Agencies’ Boards of Directors (“**Boards**”).

HFA and SONYMA reserve the right to modify this schedule at their discretion. Notification of changes in connection with this RFP will be made available to all interested parties via the Agencies’ web page at: <http://www.nyshcr.org/AboutUs/Procurement/HCR-Procurement.htm>.



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### **ADDENDUM #2** **Request for Proposals for** **Off-Site Record Storage, Retrieval and Management Services** **AMENDMENT No. 2 (September 19, 2018)**

Section 9.4.1 titled “Insurance Requirements” has been revised as indicated in blackline below.

#### **9.4.1 Insurance Requirements**

The successful Proposer (“**Contractor**”) and its subcontractors, if any, are required to provide and maintain, at its (their) sole cost and expense, the insurance requirements at the minimum limits specified herein during the term of the contract and for two (2) years after completion of work. All required insurance policies shall be maintained with insurance companies licensed within the State of New York and holding an AM Best rating of no less than A- VIII. Said policies shall contain a provision that coverage will not be canceled, non-renewed or materially changed, until at least thirty (30) days’ prior written notice has been provided to HFA and SONYMA. The New York State Housing Finance Agency and the State of New York Mortgage Agency and its Affiliates (New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation), First Lexington Avenue Corp., 415 Madison LLC and 345 Park Avenue LP (collectively, “**Building Owners**” for 641 Lexington Avenue premises, 415 Madison Avenue premises and 345 Park Avenue premises), Rudin Management Company, ~~345 Park Avenue, New York, NY 10154, Attention: Chandra Ramlochan~~ (“**Rudin**,” Building Owners’ management company), The Prudential Insurance Company and any and all other parties-in-interest as the Agencies may designate in writing from time to time (collectively, the “**Additional Insureds**”), all as their interests may appear, shall be named as additional insureds. Contractor (and its subcontractors, if any) agrees to have included in each of the above policies for Contractor’s Parties<sup>1</sup>, a waiver of the insurer’s right of subrogation against the Additional Insureds.

The Contractor (and its subcontractors, if any) shall furnish to the Agencies evidence of the following insurance requirements prior to execution of awarded contract: for insurance intended to indemnify the Agencies for the loss of property, on an all risks basis, including cost to research, replace or restore the information on valuable papers, left in the care, custody and control of the Contractor to:

<sup>11</sup> Contractor’s Parties shall mean Contractor and those working on its behalf including, but not limited to, subcontractors and vendors.

1. Commercial General Liability Insurance, including Contractual Liability, written on an occurrence form, with combined bodily injury and property damage limits of liability of no less than Five Million Dollars (\$5,000,000) per occurrence and per Agency Location, Five Million Dollars (\$5,000,000) General Aggregate per Agency Location. The limits of liability may be provided in a combination of a Commercial General Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis. The policy should be written on form CG 00 01 07 98, or its equivalent, and shall not include any exclusions or limitations other than those incorporated in the standard form. Such insurance is to be primary and non-contributory, notwithstanding any insurance maintained by the Contractor. With no care, custody or control exclusion on the Umbrella Liability.

~~1.2.~~ Workers' Compensation Documentation. Coverage providing statutory benefits for the Contractor and the Contractor's Parties' (defined as the Contractor and those working on its behalf being i.e., sub-Contractors and vendors) employees and Employer's Liability coverage in an amount that is no less than Five Hundred Thousand Dollars (\$500,000). The Workers' Compensation Coverage is acceptable on any one of the forms listed below:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers; **OR**
- **Form U-26.3** issued by the State Insurance Fund; **OR**
- **Form SI-124** – Certificate of Workers' Compensation Self-Insurance; **OR**
- **Form GSI-105.2** - Certificate of Participation in Workers' Compensation Group Self- Insurance; **OR**
- **CE-2006** – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Disability Benefits Coverage is acceptable on any one of the forms listed below:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; **OR**
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; **OR**
- **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

3. Data Breach and Privacy/Cyber Liability Insurance, which shall include individual limits of not less than One Million Dollars (\$1,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the general aggregate. Such coverage shall include failure to protect confidential information and failure of the security of the Contractor's computer systems due to the actions of the Contractor which result in unauthorized access to the Agencies' data. Said insurance shall provide coverage for damages arising from, but not limited to the following:  
(i) breach of duty to protect the security and confidentiality of nonpublic proprietary corporate

information; (ii) personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form); (iii) privacy notification costs; (iv) regulatory defense and penalties; (v) website media liability; and (vi) cyber theft of customer's property including, but not limited to, money and securities. If the policy is written on a "claims made" basis, Contractor must submit to the Agencies an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

4. Automobile Liability and Property Damage Insurance, including owned and hired liability insurance, for combined limits of liability of Two Million Dollars (\$2,000,000) per occurrence. The limits of liability can be provided in a combination of an Automobile Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis.
5. Professional Errors and Omissions Liability - Errors and Omissions (or Professional Liability) insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the general aggregate.
6. Inland Marine- In transit coverage for Agencies' property in the care, custody and control of the Contractor. Include cost of reconstruction/reproduction. \$5,000,000 Limit.

Certificates of Insurance, presented on Acord form 25, accompanied with additional insured endorsement CG2010 (1001) and CG2037 (0704), if determined it is necessary, or, if acceptable to the Agencies, their equivalent, shall be delivered to the Agencies, prior to beginning the Scope of Work, evidencing the coverage required hereunder and showing all such coverages as noted above being in force. All insurance policies provided by the Contractor's Parties shall be maintained under terms and conditions reasonably satisfactory to the Agencies, and Contractor's Parties shall provide such other insurance coverage as the Agencies may reasonably request from time to time. The Agencies will not accept any exculpatory language such as "endeavor to" and "but failure to do so" shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" on the Certificate of Insurance, i.e., the certificates shall meet the insurance requirements above.

For additional information regarding workers' compensation and disability benefits requirements, please refer to [www.wcb.ny.gov](http://www.wcb.ny.gov) or call their Bureau of Compliance at (518) 486-6307 with any questions regarding the law and its requirements.

In the event that any insurance coverage is cancelled, the Agencies must be notified immediately.

- (i) In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

- (ii) All insurance shall be primary and non-contributory, with Separation of Insureds provisions, and shall waive subrogation against the Agencies and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without advance written approval by the Agencies, which the Agencies may withhold, condition or deny in its sole and exclusive discretion.
- (iii) The Contractor shall provide Certificates of Insurance to the Agencies prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors shall be required to maintain insurance meeting all of the requirements set forth in above for items ~~1-61-5~~; however, Contractor 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 Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- (iv) If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of the contract, provide written notice of the same to the Agencies, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. The Agencies may, in their sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require the Agencies to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by the Agencies.

If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of the contract, provide written notice of the same to the Agencies, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. The Agencies may, in their sole and exclusive discretion, but is under no obligation to, increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require the Agencies to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except

in an amendment to this RFP or subsequent agreement, as approved in advance and in writing by the Agencies.

- (v) Prior to entry into any of the Agencies' Locations, Contractor is required to comply with Rudin's insurance requirements and execute an indemnification/insurance agreement, attached hereto as Attachment II, for each Agency Location.



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## **ADDENDUM #1** **Request for Proposals for** **Off-Site Record Storage, Retrieval and Management Services** **AMENDMENT No. 1 (September 19, 2018)**

Section 5 titled “Calendar of Events and Milestones” has been revised as indicated in blackline below.

### **5. Calendar of Events and Milestones**

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|---|---|
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| Deadline for Submission of Proposals    | October <del>10</del> <sup>12</sup> , 2018, 12:00pm EDT                                     |
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