



Insurance Risk Consultant Request for Proposals

PROCUREMENT TIMELINE

Monday April 27, 12:00pm: questions and proposed loss-run data collection template due
Wednesday April 29: question responses posted on HDC's website
Monday May 4, 8:30am: proposals due
Friday May 8: finalists selected for interview will be notified
Monday May 11: finalist interviews
Thursday May 14: decisions circulated to finalists
Tuesday May 26: tentative awardee start date

Note: all times are Eastern Time

Email proposals, questions, and the proposed loss-run data collection template to:
insuranceriskconsultantRFP@nychdc.com.

Please hold availability on Monday May 11 for interviews. This is the only day interviews will be held, and an interview is required to be selected.

EXECUTIVE SUMMARY

The New York City Housing Development Corporation (HDC), in coordination with the New York City Department of Housing Preservation and Development (HPD) and the New York City Economic Development Corporation (EDC), is seeking an independent risk consultant to serve as the technical advisor in evaluating and designing a City-backed insurance program for affordable and rent regulated housing. Insurance costs for affordable and rent regulated housing have increased materially in recent years and are now a meaningful driver of property distress.

This request for proposal (RFP) seeks to procure an independent risk consultant to provide actuarial analysis, capital modeling, and technical support to the City of New York (the City) as it evaluates potential insurance programs. At a later date, EDC is planning to issue a separate request for expression of interest (RFEI) for a firm to help establish a property and liability insurance program that (i) cuts premiums by 20% or more, (ii) is self-supporting with a strong balance sheet, and (iii) can scale to serve a significant share of the affordable and rent-stabilized housing stock over time, but not serve as an insurer of last resort.

The RFEI will be a separate market engagement process used to solicit potential program designs from entities capable of structuring or operating the insurance program. Respondents to the RFEI may include insurance brokers, insurers, captive managers, or other entities capable of structuring or operating an insurance program for affordable housing. These entities will be referred to collectively as “RFEI respondents.”

This RFP is for a 12-month engagement that will begin in advance of the RFEI and continue through the RFEI procurement and program design process. The selected consultant will (i) ingest and analyze loss and exposure data from affordable housing properties; (ii) conduct actuarial modeling and capital/solvency analysis; (iii) develop reinsurance and risk pyramid options; (iv) evaluate incentive levers that can reduce loss costs; (v) design a data infrastructure plan for ongoing program governance; and (vi) deliver a technical package to support a competitive RFEI and enable consistent evaluation of proposals.

HDC and HPD are lenders to approximately 365,000 affordable housing units and estimate a broader total addressable market, including the unsubsidized, rent regulated stock, of more than one million units. HDC and HPD do not own these properties and do not presently have loss run data. All RFP respondents must propose a standardized template that the agencies can use to collect loss and exposure data from a representative sample of properties, as detailed below.

HDC expects the total cost of this engagement not to exceed \$350,000.

PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

All RFP respondents must submit a proposal package that conforms to the requirements below. Please also refer to the section titled “Requirement details for RFP application submission” for additional information on expectations for the proposal package.

Proposal package format and page limit requirements

All RFP respondents must submit one searchable PDF that includes the below sections, in order:

1. Cover letter (1 page)
2. Executive summary (1 page)
3. Understanding of the problem and objectives (max 2 pages)
4. Technical approach and workplan covering Workstreams and Deliverables (max 6 pages)
5. Team personnel, roles, and qualifications (max 3 pages, plus resumes of in appendix)
6. Relevant experience (public-sector and analogous programs) (max 3 pages)
7. Proposed loss-run data template (no page limit) (see "Early submission" below)
8. Budget submission (no page limit)
9. Work samples (maximum of three)
10. Proposed form of contract and/or engagement letter, which includes all of your terms and conditions (no page limit)
11. All requirements included in Appendix A-D

Total narrative page limit (Sections 1-7) is 20 pages, excluding budget forms and work samples.

Early submission: proposed loss-run data collection template

HDC and HPD do not currently possess loss-run data for affordable housing properties in their portfolio. RFP respondents must submit a proposed loss-run data collection template and any clarifying questions regarding data availability prior to the proposal deadline. This template must be submitted twice: as an early submission due April 27 and as part of the complete proposal package. The template should specify the loss, claims, exposure, and building-level fields that RFP respondents believe are necessary for actuarial analysis.

WORKSTREAMS

The proposal submission should include a work plan showing how the RFP respondent will approach the following proposed workstreams. RFP respondents may propose refinements but must cover the content in each proposed workstream.

Workstream A: External data acquisition, loss-run construction, and documentation

The consultant will:

- Specify the loss and exposure data required for actuarial analysis, including a proposed standardized template for collecting loss-run data from property owners.
- Ingest and consolidate collected loss runs / claim listings and related exposure data
- Conduct and document data quality review consistent with Actuarial Standards Board guidance on data appropriateness, review, and disclosure expectations
- Produce a clean, auditable analytical dataset, a data dictionary, and a reconciliation memo describing limitations, exclusions, and key assumptions
- Identify primary drivers of claim costs and assess which can be addressed through program design

Workstream B: Actuarial modeling and loss estimation

The consultant will:

- Estimate expected losses for relevant lines of coverage, including frequency, severity, and aggregate loss distributions (anticipated to include property and liability)
- Use statistical methods, such as Loss Development and Bornhuetter-Ferguson techniques, to depict expected losses
- Estimate unpaid claim liability and unclaimed premium liability exposures to determine appropriate level of reserves needed for feasibility analysis
- Deliver actuarial documentation describing key drivers, assumptions, limitations, and sensitivity to major parameters

Workstream C: Capital, solvency, and stress testing

The consultant will:

- Translate modeled losses into capital adequacy and solvency requirements under defined stress scenarios (e.g., 1-in-100, 1-in-250, or other agreed standards)
- Conduct stress testing for severe but plausible scenarios, including concentration risk and correlated loss events
- Develop scenario analyses that illustrate trade-offs in how losses and capital are allocated across different program structures and funding approaches
- Document modeling assumptions, methods, and limitations consistent with accepted actuarial standards

Workstream D: Program structure, risk transfer, and incentive design

The consultant will:

- Propose retention options and an indicative reinsurance tower (quota share and/or excess-of-loss; occurrence and/or aggregate protection; catastrophe overlays)
- Recommend reinsurance attachment points and limits based on economics, solvency objectives, and market appetite, and estimate reinsurance premium rates

- Specify reinsurance counterparty standards (ratings, collateral triggers, concentration limits), and identify areas where opaque reinsurance could create an illusion of protection
- Evaluate the optimal stacking of exposure between public capital, private capital, and reinsurance
- Evaluate and recommend incentive mechanisms and program design features — such as deductibles, premium credits for risk reduction measures, underwriting requirements, and risk management controls — that can reduce loss frequency and severity over time

Workstream E: Support RFEI evaluation

The consultant will:

- Draft technical requirements for the RFEI respondents, including minimum disclosures, pricing expectations, reinsurance standards, reporting requirements, and constraints designed to prevent obfuscation of true risk allocation
- Produce an evaluation and scoring framework to compare RFEI responses on a consistent basis, including City’s achievement of short and long-term policy objectives, financial return to the City, understanding of risk incurred by the City, and execution timeline
- Provide technical support during RFEI respondent procurement (Q&A, proposal review sessions, and negotiation support as requested by HDC, HPD, and EDC)

Workstream F: Data infrastructure and governance design

The consultant will:

- Define a framework for long-term data ownership and governance, including roles, standards, access, and controls for managing program data over time
- Recommend performance monitoring metrics and guardrails (e.g., rate adequacy triggers, reserve adequacy checks, reinsurance renewal triggers, and intervention thresholds)
- Align recommendations with public-sector best practices emphasizing independent actuarial review and governance discipline in risk financing programs
- Recommend metrics for tracking the effectiveness of loss-reduction incentives and risk management requirements over time.

DELIVERABLES

The proposal submission should include a work plan showing how the RFP respondent will handle the deliverables below. The consultant will complete deliverables in Microsoft Word and Microsoft PowerPoint for narrative content and all datasets, models, code, and analytical deliverables in open, non-proprietary formats that can be used without proprietary software licenses.

RFP respondents must propose a workplan with deliverable deadlines that conform to the below major milestones already set by the agencies:

- Early June: issuance of RFEI by EDC
- 4th Quarter 2026: select RFEI winner

The engagement term is 12 months from the start date. RFP respondents should assume a tentative start date of May 26.

Required deliverables

D1. Data specification, collection, and analytical dataset (Workstream A)

Unified package including but not limited to: loss-run data template, submission guidance, QA rules, fully reconciled and validated dataset, data dictionary, and data quality memo documenting gaps, adjustments, and limitations. All files should be accessible in open-source, non-proprietary formats (e.g., CSV or other text-delimited files) or standard Microsoft 365 files (e.g., Word, Excel, PowerPoint).

D2. Actuarial baseline report and underlying model (Workstream B)

Core deliverable including: narrative report detailing property-level expected loss estimates by peril (frequency, severity, and aggregate), with explicit exposure bases and separation of attritional and catastrophe loss; reserve estimates with documented methodology; and pricing indications tied to defined retention, reinsurance structure, and expense assumptions. Deliver a fully transparent and reproducible actuarial model in R, Python, or similar pre-approved programming language (Excel interface optional), including all underlying source code, with complete data dictionary, transformation log, and parameter documentation, enabling HDC to reproduce results end-to-end. Include validation through back-testing and sensitivity analysis, and provide scenario functionality to evaluate changes in assumptions, participation scale, and program structure. Please note that all deliverables, including models, code, data structures, and documentation, shall be the exclusive property of HDC, with all intellectual property rights assigned to HDC upon creation. HDC shall have unrestricted rights to use, modify, share, and build upon these materials without limitation. Code cannot rely on proprietary or inaccessible components without prior approval.

D3. Scenario, capital, and stress testing framework (Workstream C)

Integrated analysis including: standardized scenarios, sensitivity analysis, solvency standards (e.g., 1-in-100, 1-in-250), required capital levels, and stress testing for correlated and concentration risks.

D4. Program structure and reinsurance strategy (Workstream D)

Combined assessment of: viable program structures (e.g., captive, reciprocal, hybrid), retention options, reinsurance tower design, attachment points, limits, pricing ranges, and allocation of risk across stakeholders, and incentive mechanisms (deductibles, premium credits, underwriting standards, risk management controls) designed to reduce loss frequency and severity over time.

D5. RFEI technical and evaluation package (Workstream E)

Full procurement toolkit including: technical requirements, required disclosures, standardized response templates, scoring rubric, and financial evaluation model enabling consistent comparison of proposals.

D6. Data governance and operating model (Workstream F)

Framework for long-term data ownership, reporting cadence, validation standards, access controls, performance monitoring, and independent actuarial review.

Ongoing engagement cadence

- Thrice weekly working sessions with the program working group (60 minutes)

- Monthly milestone reviews with senior leadership (60-90 minutes)
- Ad hoc support during RFEI respondent procurement (estimated months 8-12)

REQUIREMENT DETAILS FOR RFP SUBMISSION

Budget guidance

The expected total engagement cost is up to \$350,000. Proposals must include pricing in both of the following formats:

- (1) Fixed-fee, with milestone-based payments aligned to deliverables D1-D6
- (2) Time-and-materials (T&M) with a not-to-exceed cap, including hourly rates, role assumptions, and estimated hours by workstream

Required cost breakdown

RFP respondents must submit:

- Total price by workstream (A-F) and by deliverable (D1-D6)
- Labor categories, hourly rates (for T&M), and expected level of effort
- Proposed subcontractor costs (with scopes)

Commitment of specific personnel

RFP respondents must identify the respondent employees and subcontractors who will be assigned to this project. HDC expects a firm commitment that these individuals will work on this project for the entire duration.

Mandatory qualifications

RFP respondents must provide or demonstrate:

- A proposed template specifying the loss and exposure data HDC should collect to support actuarial analysis, submitted by the date specified at the beginning of this document
- Actuarial methods consistent with recognized professional standards, extending to data quality trending analysis and modeling techniques
- Ability to perform property/casualty loss and reserve-related analysis (as applicable to feasibility), including unpaid claim estimation where needed
- Experience designing insurance programs, including capital stack and reinsurance structuring
- Public-sector or quasi-public experience (municipal risk financing, public entity pools, public insurance mechanisms, or similar)

Proposals may be flagged for additional diligence if they include:

Below are possible areas of concern for HDC that may cause additional due diligence and possibly negatively impact scoring of RFP respondent submissions:

- Any indication of fee-driven or placement-linked compensation, or a proposal to place reinsurance as part of the consulting engagement
- Vague deliverables without datasets, models, and reproducible workpapers
- Heavy reliance on proprietary tools without an explicit commitment to deliver usable models, assumptions, and data dictionaries
- Unclear staffing, limited senior time, or subcontracting core actuarial work without transparency

APPENDICES TO BE INCLUDED IN RFP SUBMISSION

Appendix A1: Conflict-of-interest disclosure (required)

Provide responses for the RFP respondent and all subcontractors. If the answer is “yes” to any question, please describe.

1. Do you or any of your employees have any other employment, relationship, or situation (including any relationship with HDC) that may create a conflict of interest if your firm were selected? If yes, describe; if no, affirmatively state that no such relationship exists.
2. Do you or any affiliate provide insurance brokerage, reinsurance placement, managing general agent (MGA), program administration, captive management, or fronting carrier services?
3. Do you receive commissions, placement fees, or contingent compensation from insurers or reinsurers?
4. Have you performed work in the last three years for insurers, reinsurers, MGAs, captive managers, or third-party administrator (TPA) that are possible participants in this initiative?

Appendix A2: Conflict-of-interest RFEI disclosure (required)

Any respondent to this RFP (including any affiliates or subcontractors) that intends to respond to the future RFEI must disclose that intention in its RFP proposal and provide a detailed conflict mitigation plan. At a minimum, the plan must describe: (i) organizational and personnel firewalls; (ii) restrictions on access to non-public information; (iii) data segregation protocols; (iv) internal reporting lines; (v) procedures to prevent the sharing or use of information obtained through this engagement for any RFEI-related purpose; (vi) a certification of independence for this engagement; and (vii) responses to the questions below.

1. Do you or any affiliate intend to respond to the RFEI for operating the insurance program? If yes, explain how you will manage the conflict between your role as risk consultant and your role as a prospective RFEI respondent, and specifically how you will ensure that your work under this engagement does not disadvantage other RFEI respondents or limit their ability to compete on equal footing.
2. Do you or any affiliate expect to seek, directly or indirectly, any ownership, operating, brokerage, reinsurance placement, fronting, MGA, program administration, captive management, TPA, or other compensated role in the future insurance program? If yes, describe.
3. Identify all personnel who would work on this RFP engagement and state whether any such personnel, or their supervisors, would have any involvement in any future RFEI response or related business development activity.
4. Certify that any non-public information obtained through this engagement will not be used, directly or indirectly, to support any RFEI response by the respondent or any affiliate.
5. Certify that, if the respondent or any affiliate responds to the RFEI, the respondent will not participate in any substantive review, analysis, scoring, recommendation, interview, negotiation, or other advisory work concerning RFEI submissions

Appendix B: References (required)

Provide at least three references with:

- Client name and type (public entity, risk pool, housing agency, insurer, etc.)
- Project description and relevance (actuarial modeling, capital modeling, reinsurance design, procurement support)
- Dates, contract value range, and key outcomes
- Reference contact name, title, email, and phone

Appendix C: Resumes of key personnel (required)

Provide the resume of the personnel that will be assigned to this engagement.

Appendix D: Compliance, workforce, and policy requirements (required)

1. Equal employment

If any, provide a copy of the firm’s most recent Employer Information Report EEO-1 and include as Attachment to the Proposal. Please state how many women and minorities work in your firm.

2. Minority and Women Owned Business Enterprise (MWBE)

HDC is dedicated to furthering the participation of minority and women-owned businesses in its work. All RFP respondents are urged to include in their proposals methods for facilitating the participation in the project of businesses that have been certified by the New York City Department of Small Business Services (“SBS”) as women or minority owned. This can take any form an RFP respondent considers appropriate including, but not limited to, proposals intended to ensure the utilization of certified minority and women-owned businesses as subcontractors or as joint-venture partners. In addition, proposals from minority and women-owned RFP respondents are encouraged.

3. New York City location

- a) State whether the firm maintains its headquarters, or other offices, in New York City, and the number of the firm’s employees who are employed in New York City. Describe the firm’s commitment to its location in New York City. Since January 1, 2017, has the firm relocated any employees from offices in New York City to locations outside New York City? Does the firm have any plans to relocate any employees or offices outside of New York City in the next two years?
- b) Describe the firm’s corporate citizenship and commitment to New York City, including local procurement of goods and services, development or participation in internship programs or scholarships, corporate philanthropy, specifically in the areas of housing and community development, and policies with regards to the use of women-owned, minority-owned and small business enterprises.

4. Local Law 34 compliance:

Pursuant to Local Law 34 of 2007, amending the City’s Campaign Finance Law, the City is required to establish a computerized database containing the names of any “Person” that has business dealings with the “City” as such terms are defined in the Local Law. In order for the City to obtain necessary information to establish the required database, your response to this RFP is required to include a completed Doing Business Data Form (the Data Form), which is attached hereto. The Data Form will be submitted to the Mayor’s Office of the City of New York. If the City determines that your Data Form is not complete, you will be notified by the City and given

four (4) calendar days to cure the specified deficiencies. Failure to do so will result in your proposal being deemed incomplete and therefore non-responsive.

ACKNOWLEDGEMENT

GENERAL PROCUREMENT TERMS AND CONDITIONS

The issuance of this RFP, and the submission of a proposal by the firm or the acceptance of such proposal by HDC, does not obligate HDC in any manner whatsoever. Legal obligations will only arise upon the execution of formal agreements by HDC and the firm selected to render services described herein.

HDC reserves the right to amend, modify, postpone or withdraw this RFP; to waive any requirement of this RFP; to require supplemental statements and information from proposing entities, to accept or reject any or all proposals received as a result of this RFP; to extend the deadline for submission of proposals; to negotiate with any proposing entity which responds to this RFP; to hold discussions with any proposing entity; and to correct deficient proposals which do not completely conform to the instructions given in this RFP. HDC may exercise such rights at any time without notice and without liability to any proposing entity or other parties for their expenses incurred in preparation of the proposal. In its review, HDC may accept a proposal but require modification or negotiation of scope. Although discussions may be conducted with proposing entities submitting acceptable proposals, awards may be made without discussion.

The scope of services described in this RFP provide the most current and accurate descriptions of services sought by HDC. However, at the time contracts are executed, programmatic changes may result in changes to the scope of services.

All documents presented in response to this RFP will become the property of HDC. The Corporation is subject to the New York State Freedom of Information Laws (FOIL) and as such HDC shall release all records subject to FOIL without notice or consent of responder.

All work by the RFP respondent and its subcontractors must be performed within the United States.

CONTRACTUAL TERMS AND CONDITIONS

This section sets forth the contractual terms and conditions governing the engagement. These provisions are intended to ensure that all work is transparent, reproducible, and aligned with HDC's operational, legal, and policy objectives. By submitting a proposal, respondents agree to comply with these requirements, which will be incorporated into the final agreement with the selected consultant.

Conflict of interest related to RFEI respondents

A respondent to this RFP, or any affiliate of such respondent, may also respond to the future RFEI only if EDC determines, in its sole discretion, that adequate conflict-of-interest mitigation measures are in place and that permitting such participation would not compromise the fairness or integrity of either solicitation.

As described in the requirements for Appendix A2, any respondent (including any affiliates or subcontractors) to this RFP that intends to respond to the future RFEI must disclose that intention in its RFP proposal and provide a detailed conflict mitigation plan.

No contractor selected under this RFP, and no affiliate of such contractor, may participate in any substantive evaluation, review, scoring, ranking, interview, or negotiation relating to RFEI submissions if that contractor or affiliate responds, or may respond, to the RFEI. For the avoidance of doubt, a contractor under this RFP may assist with background analysis, market research, and development of the RFEI scope, structure, or technical requirements, but may not advise on the merits of any particular RFEI respondent or submission if it, or any affiliate, is an actual or potential RFEI respondent.

The contractor shall implement its approved mitigation plan immediately upon award and shall update it promptly upon any change in facts or circumstances. EDC may require additional safeguards at any time, including recusal of personnel, exclusion from discrete workstreams, or other measures EDC deems necessary.

EDC shall have the right, in its sole discretion, to determine whether a conflict of interest exists, whether proposed mitigation measures are adequate, and whether a respondent, contractor, or affiliate may participate in the RFEI.

Failure to disclose relevant relationships, intentions, compensation structures, or conflicts, or failure to comply with an approved mitigation plan, may result in rejection of a proposal, termination of a contract, disqualification from the RFEI, or other appropriate action.

If the contractor or any affiliate discloses intent to respond to the RFEI, or does not at the time of award rule out an RFEI response, the scoring rubric and technical requirements (D5) must be authored by personnel certified as segregated from any RFEI-response team, and each such deliverable must be accompanied by a written attestation identifying the personnel who authored it.

Personnel

HDC requires, at the time of RFP response submission, a firm commitment on the personnel who will be assigned to this project. Replacement of personnel requires prior written approval from HDC. Any proposed replacement must have equivalent or greater qualifications.

Deliverable acceptance and cure period

All deliverables are subject to review and acceptance by HDC. The consultant shall promptly correct any deficiencies identified by HDC at no additional cost.

Data access, ownership, confidentiality, and model reuse

1. Data provision

HDC expects to provide, subject to permissions and privacy constraints:

- Loss history / claim listings (property and liability; paid and reserved amounts; dates of loss; cause of loss; claim status; etc.), based on the data collection template recommended by the RFP respondent

- Exposure data including building identifiers, building condition information, financial information, addresses, unit counts, major building characteristics, and insured values

RFP respondents should assume that data may have gaps or quality issues and must propose an approach to cleaning, reconciling, validating, and documenting data limitations, including clear tracking of assumptions, adjustments, and approaches to establishing generalizable findings despite data limitations.

2. Ownership and deliverables

All datasets, modeling code, model outputs, workpapers, and deliverables produced under the engagement shall be the exclusive property of HDC, with perpetual, royalty-free rights for HDC to use, modify, and distribute.

HDC requires that all models, modeling code, datasets, matrices, and other analytical deliverables be provided in open, non-proprietary formats (e.g., CSV or other text-delimited files) that can be accessed and used without proprietary software licenses.

All code must be fully executable using standard open-source programming environments, with a preference for R. Use of languages other than R or Python requires prior written approval from HDC. The consultant must also provide sufficient documentation for HDC to reproduce results.

The consultant shall not incorporate any proprietary, commercial, or SaaS-based dependencies that would require ongoing fees, subscriptions, or third-party access for HDC to use the deliverables, including but not limited to Excel VBAs, Excel Macros, or software integrations that require additional licensing, unless explicitly approved in writing by HDC.

3. Permitted use and restrictions

Use of HDC data is strictly limited to performance of this engagement. The consultant shall not use HDC data, or any insights derived from such data, for internal research, benchmarking, product development, or any other client engagements without prior written approval.

The consultant may not reuse, replicate, or adapt models, methodologies, or parameterizations developed under this engagement for other clients where such reuse would incorporate or reflect HDC-specific data, structure, or insights. The consultant is not permitted to disclose data or findings from this engagement in other client-facing or public-facing materials, even if aggregated and not identifiable to HDC, unless explicitly approved in writing by HDC.

4. Confidentiality and data security

The selected respondent may be required to enter into a confidentiality and non-disclosure agreement (NDA) or similar agreement prior to receiving any data. The respondent must:

- Use HDC data solely for purposes of performing the engagement
- Not disclose, share, or publish HDC data or derived outputs without prior written approval
- Implement appropriate administrative, technical, and physical safeguards to protect data against unauthorized access, use, or disclosure

- Limit access to personnel strictly on a need-to-know basis, with appropriate controls and auditability
- Maintain data security controls consistent with industry standards, including encryption in transit and at rest, secure access controls, and logging of data access
- Provide documentation of its data security policies and controls upon request
- Promptly notify HDC of any actual or suspected data breach or unauthorized access

5. Data retention and audit

All HDC data and any copies must be returned or securely destroyed, with written certification of such return or destruction, at the conclusion of the engagement, at HDC's direction.

HDC reserves the right to audit the consultant's compliance with data security, confidentiality, and data handling requirements upon reasonable notice.

6. Subcontractors

All confidentiality, data security, and ownership obligations shall apply equally to subcontractors. The consultant is responsible for ensuring full compliance by all subcontractors.

Transition rights

Upon termination or expiration of the engagement, the consultant shall provide reasonable transition support, including transfer of all code, documentation, datasets, and model logic, to HDC or its designee.

Reliance disclaimer

The consultant acknowledges that deliverables may be used to support public procurement and policy decisions, and must be prepared to withstand external scrutiny. All assumptions, limitations, and uncertainties must be clearly documented.

Freedom of Information Law / public records

HDC is subject to New York State's Freedom of Information Law ("FOIL"), which provides public rights of access to government records, subject to statutory exemptions. Proposals and deliverables are subject to FOIL. The consultant shall coordinate with HDC on any materials that may be subject to FOIL and shall not independently respond to any public records requests.

Indemnification

Consultant will indemnify, defend, and hold HDC harmless from and against claims arising from consultant's negligence, willful misconduct, or breach of confidentiality/data security obligations.

Assumptions and exclusions

- This engagement is a feasibility, design, and procurement-support advisory scope. It does not include acting as the RFEI respondent, placing reinsurance, serving as program administrator, or operating any insurance entity
- Legal advice and legislative drafting, if needed, are outside the consultant's scope; the consultant may identify legal issues for counsel review

- HDC may refine the target structure over time; the consultant must support comparison across plausible structures rather than assuming a single predetermined outcome
- Timeline assumes timely provision of data and stakeholder access; the workplan should identify dependencies explicitly

To be completed by the City agency prior to distribution Agency _____ Transaction ID _____

Check One

Transaction Type (check one)

- Proposal Award Concession Economic Development Agreement Franchise Grant Pension Investment Contract Contract

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

Entity Information

If you are completing this form by hand, please print clearly.

Entity EIN/TIN _____ Entity Name _____

Filing Status

(Select One)

NEW: Data Forms submitted now must include the listing of **organizations**, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.

- Entity has never completed a Doing Business Data Form. Fill out the entire form.
 Change from previous Data Form dated _____. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity.
 No Change from previous Data Form dated _____. Skip to the bottom of the last page.

Entity is a Non-Profit Yes No

Entity Type Corporation (any type) Joint Venture LLC Partnership (any type) Sole Proprietor Other (specify) _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer

This position does not exist

The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer

This position does not exist

The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer

This position does not exist

The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

This person replaced former COO _____ on date _____

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

- The entity is not-for-profit
- The entity is an individual
- No individual or organization owns 10% or more of the entity

Other (explain) _____

Individual Owners (who own or control 10% or more of the entity)

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI ____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

I certify that the information submitted on these two pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____