



New Hampshire Housing Finance Authority
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October 29, 2020

LEGAL NOTICE

**NEW HAMPSHIRE HOUSING FINANCE AUTHORITY
REQUEST FOR PROPOSALS (RFP)**

**LEAD HAZARD CONTROL & HEALTHY HOMES PROGRAM
INTAKE SPECIALIST**

New Hampshire Housing Finance Authority (NHHFA) is soliciting proposals from qualified individuals or firms for services related to the management of the Statewide Lead Hazard Control & Healthy Homes Program (LHCHHP). The successful individual or firm will provide application intake coordination for the Program either covering the entire NHHFA grant territory which includes the entire state of NH with the exception of Sullivan County and the cities of Nashua and Manchester or in a specified region of the state; however, a region no smaller than a particular county. Services will be undertaken over approximately 42 months. The scope of services will primarily concentrate on, but are not necessarily limited to; reviewing and processing incoming applications from property owners for grant funding; ensuring that all required documentation for the application is included with a completed application before submission to the Program; which will include documentation to determine income eligibility of units in accordance with all applicable regulatory requirements, U.S. Department of Housing and Urban Development (HUD) Lead Hazard Control and Healthy Homes Program and State Lead Paint Hazard Remediation Fund Program guidelines and State of New Hampshire Laws. NHHFA is an equal opportunity employer.

Inquiries should be directed to: Paul Chalifour at pchalifour@nhhfa.org .

I. BACKGROUND

The U.S. Department of Housing and Urban Development (HUD), through the Office of Lead Hazard Control and Healthy Homes, awarded a \$4,975,542 Lead Hazard Control and Healthy Homes Grant to New Hampshire Housing Finance Authority (NHHFA). Benchmarks include performing inspections on approximately 240 eligible housing units as well as clearing approximately 226 units over a 42-month period. NHHFA Lead Hazard Control & Healthy Homes Program (LHCHHP) hereby solicits and requests proposals from qualified individuals or firms to provide application intake for the Program either covering the entire NHHFA grant territory which includes the entire state of NH with the exception of Sullivan County and the cities of Nashua and Manchester or in a specified region of the state; however, a region no smaller than a particular county. Services will be undertaken over approximately 42 months. The scope of services will primarily concentrate on, but are not necessarily limited to; soliciting applicants for the Program; reviewing and processing applications from property owners for grant funding; ensuring that all required documentation for the application and tenant income is included with a completed application before submission to the Program; and determining income eligibility of units in accordance with all applicable regulatory requirements. The purpose of this RFP is to solicit meaningful proposals so that the NHHFA LHCHHP may select from among a range of proposals.

Proposals must address all requirements listed. All terms and conditions are an integral part of the RFP. Any failures or exceptions taken to any part of the RFP may constitute grounds for rejection of a proposal. NHHFA may reject any or all proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful bidder against NHHFA.

NHHFA will reject the proposal of any entity who is debarred by the U.S. Department of Housing and Urban Development (HUD).

Proposals from small, woman-owned and minority business enterprises (MBE/WBE) are encouraged. Any MBE/WBE entity should state such status specifically.

II. SCOPE OF SERVICES

Intake Specialist

Scope of Services: The Scope of Services shall include but not be limited to the following:

- A. Review and process all incoming grant applications to completion. A ‘completed’ application must include:
 - i. Correspondence with the Building Owner, or authorized Property Manager, to gather all necessary project information and documentation;
 - ii. Verification that all pages from both the ‘Owner’ & ‘Tenant’ applications are present, all questions answered, and the forms signed and dated where necessary;
 - iii. Determination that all tenant and ‘owner occupied’ units are income eligible for the LHCHHP, including back up income verification documents for all tenant and ‘owner occupied’ units.
 - iv. Verification that for children under the age of six (6) living in, or visiting a given unit on a regular basis (regular basis = 6 hours a week; or 60 hours in a year), the “Blood Lead Level Test Consent Form” in the Tenant Application has been completed and all children under six (6) years of age have either been

tested for blood-lead levels, or will be tested, prior to the start of any lead remediation work. Parents wishing to opt-out of having their child's blood-lead levels tested must indicate so on the "Blood Lead Level Test Consent Form" for the project to be considered by the Program.

- v. Assurance that all necessary property documentation is present including:
 - 1. Property Deed
 - 2. Proof of Property Insurance
 - 3. Property Tax Card
 - 4. Proof of Flood Insurance (if building is located in a Special Flood Hazard Area as determined by FEMA)
- vi. Provide required Historical documentation which includes:
 - 1. Completed current 'RPR Form' which includes:
 - a. Tax Map & Lot #
 - b. Easting & Northing coordinates utilizing GRANITView Online mapping
 - 2. Property Topographic Map
 - 3. Property Photos (digital format), which must, at a minimum, include:
 - a. All 4 sides of building
 - b. Any outbuildings (garages, barns, sheds, etc.)
 - c. Street views of building viewing both directions, across the street and rear view of property
 - d. Any special building features, defects, or unusual components
- vii. Submitting, either by mail, email or hand delivery, all completed forms and documents to the LHCHHP at:

New Hampshire Housing
Attn: Crystal Dutton
32 Constitution Dr.
Bedford, NH 03110

Property digital photographs must be sent by email to cdutton@nhhfa.org.

III. PROPOSAL FORMAT:

- 1. The name of the entity, the location of the entity's principal place of business;
- 2. Number of years in business, range of staff size and workload of the last year;
- 3. The qualifications and experience of all personnel who would be assigned to provide the work;
- 4. A plan giving as much detail as is practical explaining how the requirements will be accomplished and how the work will be performed;
- 5. Other relevant information at the entity's option;
- 6. Evidence of the types and levels of insurance carried by proposer;
- 7. References may be subsequently required.

IV. VENDOR SELECTION:

In addition to other factors, the proposals will be evaluated based on advantages and disadvantages to the LHCHHP that may result from the award of contracts to numerous entities. NHHFA reserves the right to make a contract award based solely upon the proposals, or to negotiate further with one or more vendors. The vendor selected for the award will be chosen based on greatest benefit to the NHHFA LHCHHP. NHHFA's LHCHHP will evaluate the firms according to their qualifications as determined by the NHHFA LHCHHP in accordance with the criteria herein.

V. EVALUATION CRITERIA:

In the qualification process, consideration will be given to value for money and service offerings. A preference will be weighted for the proposal that is most advantageous to the NHHFA LHCHHP, based on the following factors:

1. Demonstrated experience in performing work and/or services as identified in Section III. Proposal Format; Items 2, 3, & 4; (75%)
2. Demonstrated understanding of the required scope of services (15%)
3. Demonstrated knowledge of Federal, State, and local code and regulations relative to the work (10%)

VI. AGREEMENT TERMS & CONDITIONS:

Payments processed for services will be more specifically defined at contract award and approved by the NHHFA LHCHHP and made in accordance with NHHFA's payment schedule. NHHFA issues payments by Electronic Funds Transfer (EFT) approximately twice a month.

The following is the solicitation schedule for this procurement:

	Date	Time
*Deadline for questions to be submitted via email	November 6, 2020	5:00pm
Answers/clarifications posted on NHHFA's Website	November 10, 2020	5:00pm
Proposals Due	November 12, 2020	5:00pm
Award Date TBD –Based on NHHFA HUD Contract	TBD	

*All inquiries concerning this RFP including, but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email, citing the RFP title, Page, Section, and Paragraph and submitted to the following RFP Solicitation Coordinator:

Paul Chalifour
Pchalifour@nhhfa.org
603-310-9388

Vendors are encouraged to submit questions via email; however, NHHFA assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. Inquiries must be received by NHHFA's RFP Solicitation Coordinator (see above) no later than November 6, 2020. Inquiries received later than this date shall not be considered properly submitted. NHHFA will consider all timely-received questions and requests for change, if reasonable and appropriate, and these will be posted on NHHFA's website at www.nhhfa.org.

**ATTACHMENT A
NHHFA
PROFESSIONAL SERVICES AGREEMENT**

INSURANCE REQUIREMENTS

INDEMNIFICATION AND INSURANCE REQUIREMENTS:

The Consulting Firm selected by NHHFA's LHCHHP to provide these project oversight services, in consideration for their selection, shall agree that all the persons furnished by the Consulting Firm shall be considered the Consulting Firm's employees and the Consulting Firm shall be responsible for payment of all unemployment, social security and other payroll taxes including contributions from them when required by law.

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify NHHFA, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of contractor or its officers, agents, or employees in rendering services under this contract; excluding however, such liability, claims, losses, damages, or expenses arising from NHHFA's sole negligence or willful acts.

NHHFA requires that the Contractor procure and maintain for the duration of the contract the insurance policies set forth below. All policies, endorsements, certificates, and/or binders shall be subject to approval by NHHFA as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by NHHFA. A lapse in any required insurance coverage during this Agreement shall be a breach of the Agreement. For any claims related to this contract, the Contractor's insurance coverage shall be the primary insurance with respect to NHHFA, its officers, officials, employees and volunteers.

Contractor hereby grants NHHFA a waiver of any right to subrogation which any insurer of said Contractor may acquire against NHHFA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether NHHFA has received a waiver of subrogation endorsement from the insurer. *(Optional clause to be considered in cases of greater potential liability.)*

The selected Consulting Firm shall also agree to maintain in full force and effect:

1. Commercial General Liability. The Contractor must provide its own liability insurance with a minimum limit of \$1,000,000 per occurrence and must provide a Certificate of Liability Insurance naming "New Hampshire Housing Finance Authority" as a named additional insured.
2. Professional Liability (Errors and Omissions). To the extent the contractor is providing professional services⁽¹⁾, the Contractor is required to carry its own professional liability insurance appropriate to the Contractor's profession with a minimum limit of \$2,000,000. Claims made policies must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work outlined in Exhibit A.
3. Auto Liability. To the extent the Contractor is using his/her own vehicle to provide services outlined in Exhibit A, the Contractor shall carry auto liability insurance with a minimum limit of \$1,000,000 per accident for bodily injury and property damage.

4. Workers' Compensation. Whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.
5. Verification of Coverage. Contractor shall furnish NHHFA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by NHHFA before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. NHHFA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the specification, at any time.
6. Notice of Cancellation. Contractor's agent or broker is required to provide notification of policy cancellation to NHHFA. Contractor agrees to provide an endorsement for all applicable policies adding such notice requirements.
7. Certificates. The Consulting Firm shall agree to furnish certificate(s) of the above mentioned insurance to NHHFA within fourteen (14) days of the parties signing date of the governing Professional Services Agreement and, with respect to the renewals of the current insurance policies, at least thirty (30) days in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, name NHHFA as an additional insured (except workers' compensation) and, with respect to all policies shall state that in the event of cancellation or material change, written notice shall be given to "Lead Program Manager, NHHFA Finance Authority, 32 Constitution Drive, Bedford, NH 03110" at least thirty (30) days in advance of such cancellation or change.

⁽¹⁾ Professional Services: typically, but not limited to, those professions regulated by the state. NHHFA reserves the right to determine when professional liability coverage is required.