



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
PROJECT COORDINATOR/LEAD INSPECTION/PROJECT OVERSIGHT SERVICES**

New Hampshire Housing Finance Authority (NHHFA) is soliciting proposals from qualified firms for services related to the management of the Statewide Lead Hazard Control & Healthy Homes Program (LHCHHP). The successful firm will provide at a minimum two (2) Full Time positions dedicated to the program: (1) a Program Coordinator/Lead Inspector; and (2) a Risk Assessor/Construction Manager. One of the staff members will hold a State of NH Asbestos Inspectors Certificate. Services will be for approximately 240 housing units (60-80 projects) to be undertaken over approximately 42-months. The scope of services will primarily concentrate on, but are not necessarily limited to; lead Inspections (approximately 240), as well as preparing risk assessments and scopes of work for all projects grant funded; and, regular inspections of all construction/abatement work on all units in accordance with all applicable regulatory requirements, U.S. Department of Housing and Urban Development (HUD) Notice of Funding Availability (NOFA-FR-6400-N-13), NHHFA Lead Hazard Control and Healthy Homes Program, State Lead Paint Hazard Remediation Fund Program guidelines and State of New Hampshire Laws. Both positions will share responsibilities for the implementation of comprehensive policies and procedures regarding screening and inspection of properties, and identification of qualified lead abatement contractors as well as construction remediation oversight. NHHFA is an equal opportunity employer.

Inquiries should be directed to: NHHFA, attention 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 NHHFA 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 firms to provide the services of two Full Time positions, Program Coordinator/Lead Inspector and Risk Assessor/Construction Manager. One staff member holding a State of NH Asbestos Inspectors Certificate will be required. These positions will provide a combination of lead paint inspections, risk assessments and clearance examinations, as well as construction management activities. 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 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), and reserves the right to reject the proposal of any proposer who has previously failed to perform any contract properly for any purchaser, or to complete on time, contracts of a similar nature, who is not in the position to perform the contract, or who has neglected the payment of bills or otherwise disregarded its obligations to clients, purchasers, subcontractors, materialmen, or employees.

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

Project Coordinator/Risk Assessor

General: Inspection, risk analysis, written work scope and project/construction oversight of projects on a full-time basis in all units that are federally funded under NHHFA's LHCHHP and or joint funded with State Lead Paint Hazard Remediation Fund. The program provides grants to property owners to address the potential implementation of Lead Hazard Control and Healthy Homes measures and affect improvements. The Consulting Firm is expected to provide the necessary professional program administration services as they relate to the range of work cited in this Request for Proposals, the Consulting Firm's Proposal and as more specifically listed below. In conjunction with the Scope of Services, the Consulting Firm will furnish the appropriate personnel, office space, phone lines, fixtures and all supplies, equipment and materials necessary or required to perform, undertake or complete the project(s) thereof. The Consulting firm shall maintain regular business hours Monday through Friday. Contractor is expected to maintain an office available and accessible to the public and NHHFA during regular office hours.

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

1. Meeting weekly with NHHFA LHCHHP Staff to review the status of inspections, scopes of work and project construction/completions. Maintain an up to date Job Log to be submitted at

the weekly meeting containing the project address, status, total units, units cleared, and total units cleared to date.

2. Attend required HUD trainings as determined by NHHFA LHCHHP Staff.
3. The Consulting Firm is to provide a dedicated phone line and email. All inquiries regarding the program, via phone or e-mail shall be replied to as soon as possible and with eight hours of initial contact.
4. Completing and submitting Inventory Forms associated with environmental review requirements to the N.H. Division of Historical Resources.
5. Conduct, write and oversee the performance of the following: Lead Inspection, Risk Assessment, Scope of Work, Lead Exposure Hazard Reduction Plans (LEHRPP) and/or Work Scope and Occupancy Protection Plan. Provide pre-estimate based on experience to determine reasonableness of bids.
6. Assist NHHFA LHCHHP staff in Healthy Homes Rating System forms when necessary. Provide photos of completed Healthy Homes items at the request of the Program Manager.
7. Identify areas of potential asbestos related hazards as needed to educate contractor/workers and tenants/occupants for safety purposes.
8. Oversee the development of appropriate bid packages and procurement process oversight.
9. Oversee the procurement of contractors' services in accordance with applicable federal and NHHFA requirements.
10. Ensure that all required state and local permits as may be required.
11. Perform appropriate (progress) construction monitoring to review quality and timeliness of work and identify and rectify potential issues.
12. Ensure that all lead hazard control and healthy homes measures are completed in accordance with local, state and federal HUD requirements.
13. Participate in meetings with other local, state and federal grant agencies as may be required.
14. Develop and maintain a line of communication to ensure all necessary NHHFA LHCHHP Staff are thoroughly informed of project activities.

All other activities as may be required for appropriate Grant Program Administration.

Lead Inspector/Construction Manager

General: Provide comprehensive NHHFA LHCHHP paint inspections and risk assessments on a full time basis in all of its units that are federally funded under NHHFA's lead program and or joint funded with State Lead Paint Hazard Remediation Fund. This position will NOT be based on the number of risks assessments and inspections or projects completed over the grant performance period. Lead paint testing will also include common hallways and exteriors and outbuildings. Soil testing as required by all applicable regulations and HUD guidance. The services shall include, but are not limited to, XRF inspections using Niton Analyzer equipment

or other equivalent equipment approved by NHHFA, paint chip and dust wipe analysis, and post abatement clearances. Services rendered must be in accordance with all applicable guidelines and regulations promulgated by the U.S. Department of Housing and Urban Development (HUD), the New Hampshire Department of Health & Human Services (DHHS), and the Environmental Protection Agency (EPA).

The selected company shall provide inspection of all units in accordance with the strictest of the above-mentioned government agencies' regulations and guidelines as follows:

1. Coordinate initial inspections with NHHFA LHCHHP Program Manager, Program Specialist, and property owners. Arrange for access to the appropriate units. Perform comprehensive Niton Analyzer XRF (or approved equivalent based on HUD/EPA Performance Characteristic Sheet) inspections at eligible projects as determined by the NHHFA LHCHHP Program Manager.
2. Perform paint chip analyses on locations/components, which are inaccessible by XRF Analyzer testing equipment, or as requested by the NHHFA.
3. Prepare inspection and abatement requirement reports following HUD and DHHS regulations (using the stricter of the two). Dangerous levels of lead will be defined using the HUD standard of 1.0 mg/cm² using the XRF, and the current EPA/HUD dust wipe protocol and levels. All thresholds must be commensurate with requirements necessary to obtain a DHHS Letter of Compliance.
4. Send inspection reports to owners and NHHFA LHCHHP Program Manager, in accordance with DHHS regulations and HUD guidelines, as modified by any waivers.
5. Create all Lead Hazard Control Work Scopes and Lead Exposure Hazard Reduction Plans (LEHRP) and/or Occupancy Protection Plan in preparation for contractor walk-throughs and for the project files.
6. Complete the post abatement clearances, including dust wipe tests, of all abated areas. Notify NHHFA LHCHHP Program Manager, property owner, and relevant Government Agency(s) regarding dust wipe results within forty-eight hours.
7. Prepare abatement certification for DHHS and NHHFA. The foregoing services shall be performed to permit the NHHFA LHCHHP to obtain a Certificate of Lead Safe for the areas inspected and abated, and Letters of Initial Lead Safe when the common areas and exteriors are previously compliant.
8. Provide pertinent documentation, at each phase, to the NHHFA LHCHHP Program Manager, owners, tenants, and government agencies when applicable. Provide verifiable evidence of providing Final Clearance Reports to owners and tenants.
9. NHHFA, at its sole discretion, may assign any, or all, of its responsibilities under this contract to its designated Consulting Firm.
10. Send, and issue, all appropriate notifications to the tenants regarding any inspection activities that may affect them. Provide documentation of delivery of all notifications to the tenants.
11. All other activities as may be required for appropriate Grant Program Administration.

12. Services are to be performed under contract for a term of two years and renewable for 18 months at the option of NHHFA.

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 abilities, qualifications, certifications, and experience of all "key" personnel who would be assigned to provide the work;
4. A listing of other contracts under which services similar in scope, size, and/or discipline to the required services were performed over the last three years;
5. A plan giving as much detail as is practical explaining how the requirements will be accomplished and how the work will be performed;
6. A budget detailing all costs associated with the performance of the work required to fulfill the obligations of this RFP;
7. Other relevant information at entity's option. This may include management techniques, cost control methods and experience, cost estimating track record, and schedule compliance;
8. Evidence of the types and levels of insurance carried by proposer; Professional Liability insurance is required;
9. Evidence of applicable licensure, including State of NH Risk Assessor license and NH Radioactive Materials Licenses, Lead Inspector Licenses and Asbestos Inspector Certificate.
10. 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. 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; (50%)
2. Demonstrated understanding of the required scope of services (25%)
3. Demonstrated knowledge of Federal, State, and local code and regulations relative to the work (25%)

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 in writing	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	5:00pm

*All inquiries concerning this RFP including, but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted 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 worker's 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 right to determine when professional liability coverage is required.