



New Hampshire Housing Finance Authority
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January 6, 2021

LEGAL NOTICE

**NEW HAMPSHIRE HOUSING FINANCE AUTHORITY
REQUEST FOR PROPOSALS**

LEAD HAZARD CONTROL & HEALTHY HOMES PROGRAM
Lead Abatement Contractor for Single Family Homes

New Hampshire Housing Finance Authority (NHHFA) is soliciting requests for proposals (RFP) from qualified lead abatement firms for services related to the remediation lead in single family dwellings for the Statewide Lead Hazard Control & Healthy Homes Program (LHCHHP). The successful firm will provide the necessary crews to remediate lead hazards in the Programs single family projects. Each crew shall consist of (1) a Crew Leader holding a Lead Abatement Supervisors License (2) an adequate number of workers holding a Lead Abatement Workers Licenses to compete the work scope in a timely manner. Services will be for approximately 25 single family dwellings for a 42-month period. The scope of services will primarily concentrate on but are not necessarily limited to; lead remediation as well as addressing Healthy Homes items contained in the work scope for all projects grant funded. All construction/abatement work on all projects shall be completed in accordance with all applicable regulatory requirements, U.S. Department of Housing and Urban Development (HUD) Lead Hazard Control Program and State of New Hampshire Laws. NHHFA is an equal opportunity employer.

Inquiries should be directed to: NHHFA, attention **Paul Chalifour**, 32 Constitution Drive, Bedford, NH 03110 or 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 **\$4.275** million Lead Hazard Control and **\$700,000** in Healthy Homes Grant to New Hampshire Housing Finance Authority (NHHFA). HUD Benchmarks include performing inspections on approximately **240** eligible housing units as well as clearing approximately **226** units over a **forty-two (42) month** period. NHHFA Lead Hazard Control & Healthy Homes Program (LHCHHP) hereby solicits proposals from firms to provide the services of Lead Remediation on the program's single family dwelling projects (1 unit - for the purpose of this RFP). The crews will provide a combination of lead paint remediation and general construction services to address Healthy Homes items noted on the work scope. Cleaning to pass clearance examinations, as well as construction management activities. The purpose of this RFP is to solicit several proposals so that the NHHFA LHCHHP may select from among several firms. Additionally, this allows the small pool of NHHFA LHCHHP prequalified contractors to bid on the larger multi-family projects (2 or more units – for the purpose of this RFP) to ensure quarterly grant compliance as required by HUD. Award of this RFP will not exclude the firm from bidding on other projects provided they meet program guidelines.

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. NHHFA may reject any or all the RFPs 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 RFP 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

Lead Abatement Contractor

General: In partnership with NHHFA's Lead Program Manager and Project Coordinator complete Lead Abatement measures as written in the work scope to include completing the additional Healthy Homes measures. The Firm is expected to provide the necessary professional program administration services as they relate to the range of work cited in this RFP. The Lead Abatement 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 firm shall maintain regular business hours Monday through Friday.

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

1. The work scope will be created for each project by the Project Coordinator/Lead Inspector-Risk Assessor who will determine a total cost for the project. The final approval of the total cost of the project will be made by the Program Manager after review of the work scope.
2. Work closely with the Project Coordinator to ensure timely completion of all work outlined in

the work scope in a professional and workman like manner.

3. Attend required contractor meetings as determined by NHHFA LHCHHP Staff.
4. The Firm is to be accessible by phone and email. All inquiries regarding the program, via phone or e-mail shall be replied to as soon as possible and within twenty-four hours of initial contact.
5. Ensure that all required state and local permits as may be required, and **Notification of Work forms are obtained/submitted** prior to project initiation.
6. Perform appropriate (progress) construction monitoring to review quality and timeliness of work and identify and rectify potential issues.
7. Ensure that all lead hazard control and healthy homes measures are completed in accordance with local, state, and federal **HUD** requirements.
8. Develop and maintain a line of communication to ensure that the project coordinator is thoroughly informed of project activities.

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

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. Other relevant information at entity's option. This may include management techniques, cost control methods and experience, cost estimating record of accomplishment, and schedule compliance;
7. Evidence of the types and levels of insurance carried by proposer; Professional Liability insurance is required;
8. Evidence of applicable licensure, including State of NH Risk Assessor license and NH Radioactive Materials Licenses and Lead Inspector Licenses.
9. References may be subsequently required.

IV VENDOR SELECTION:

In addition to other factors, the proposals will be evaluated on the basis of advantages and disadvantages to the LHC&HH Program that may result from the award of contracts to numerous entities. NHHFA reserves the right to make a contract award based solely upon the Notification of Interest, or to negotiate further with one or more vendors. The vendor selected for the award will be chosen on the basis of 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.
2. Demonstrated understanding of the required scope of services
3. Demonstrated knowledge of Federal, State, and local code and regulations relative to the work

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 at least twice a month.

The following is the solicitation schedule for this procurement:

	Date	Time
*Deadline for questions to be submitted via email	January 15, 2021	5:00pm
Answers/clarifications posted on NHHFA’s Website	January 19, 2021	5:00pm
RFP Due	January 22, 2021	5:00pm
Award Date Approximately	January 29, 2021	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 via email, citing the RFP title, Page, Section, and Paragraph and submitted to the following RFP Solicitation Coordinator:

Paul Chalifour
32 Constitution Drive
Bedford, NH 03110
pchalifour@nhhfa.org

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 January 15, 2021. 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 Lead Abatement Firm selected by NHHFA's LHCHHP to provide these services, in consideration for their selection, shall agree that all the persons furnished by the Lead Abatement Firm shall be considered the Lead Abatement Firm's employees and the Lead Abatement 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" and the "Project Coordinator" as named additional insured.
2. Professional Liability (Errors and Omissions). To the extent the contractor is providing professional services¹, 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 Lead Abatement 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 to right to determine when professional liability coverage is required.