



# Governor's Office of Storm Recovery



Andrew M. Cuomo  
Governor

Lisa Bova-Hiatt  
Interim Executive Director

## HOUSING TRUST FUND CORPORATION

Request for Qualifications

for

Professional Services

for

Community Development Block Grant-Disaster Recovery (CDBG-DR)  
Residential Environmental Remediation of Lead, Asbestos, and Radon

RFQ # 201510\_039

October 5, 2015

Responses must be received by  
**3:00 p.m. (Eastern), October 28, 2015**

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## 1. Overview of the Requirement

The purpose of this Request for Qualifications (“RFQ”) is to qualify Consultants experienced in managing and providing residential environmental remediation of lead, asbestos and radon in connection with the administration of U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant-Disaster Recovery (“CDBG-DR”) funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113 2). This Request for Qualifications (“RFQ”) is issued in accordance with the Procurement and Contract Guidelines of GOSR and in compliance with [Section 2879a of the New York Public Authorities Law](#).

Based on the review of the RFQ Responses, the Governor’s Office of Storm Recovery (“GOSR”) of the Housing Trust Fund Corporation (“HTFC”) intends to establish a List of Qualified Vendors who, on an “as, if and when requested” basis, will be asked to compete, to enter into a Contract(s) for provision of environmental remediation services for the CDBG-DR funded Housing program managed by GOSR. This program is aimed at the long-term recovery of communities impacted by Superstorm Sandy, Hurricane Irene, and Tropical Storm Lee. GOSR’s programs will assist approximately 10,000 residents in up to 34 counties in New York State, and will contribute to essential investments in community infrastructure and resources.

A List of Qualified Vendors will be established for each of the Tasks described in section 4.

## 2. Background Information

In late October 2012, Superstorm Sandy, the largest storm in New York’s recorded history swept ashore. Sandy’s effect was devastating, causing widespread damage to lives, homes, businesses, core infrastructure, government property, and an economy just recovering from the Great Recession. Fourteen counties were declared Federal disaster areas. Sixty New Yorkers died and two million customers lost power with some blackouts lasting up to three weeks. The storm damaged or destroyed as many as 300,000 housing units, affected or closed over 2,000 miles of roads, produced catastrophic flooding in subways and tunnels, and damaged major power transmission and communication systems. Sandy followed closely on the heels of Tropical Storm Lee and Hurricane Irene, which caused unprecedented and catastrophic damage to Upstate New York.

In January 2013, President Obama signed into law the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), pursuant to which the U.S. Congress appropriated \$16,000,000,000 to HUD for the CDBG-DR program, so that the agency could provide funds to address community recovery needs resulting from disasters that occurred in the United States in 2012 and 2013. This included areas impacted by Superstorm Sandy, Hurricane Irene, and Tropical Storm Lee.

In February 2013, HUD announced an initial allocation of funds from the \$16,000,000,000 CDBG-DR appropriation, allocating \$5,400,000,000 to states impacted by Superstorm Sandy. New York City received a separate allocation of CDBG-DR funds. New York State received \$1,713,960,000, which it planned to use in four recovery areas: housing, economic

development, infrastructure, and planning. The State submitted an Action Plan for these funds to HUD in April 2013.

HUD approved the Action Plan on April 25, 2013. New York State Homes and Community Renewal (“NYS HCR”), through its Office of Community Renewal (“OCR”) and GOSR, is tasked with overseeing the administration of the CDBG-DR funds. In June 2013, Governor Andrew M. Cuomo established GOSR as an office within HTFC to maximize the coordination of recovery and rebuilding efforts in storm-affected municipalities throughout New York State and directed it to administer CDBG-DR funds. GOSR will administer the program through a variety of organizations and municipalities through subrecipient agreements. Depending on the specific program or project, GOSR may also choose to directly administer activities through contractors or other vendors.

The State’s initial Action Plan focused primarily on (1) addressing the immediate housing and business assistance needs in the communities affected by recent storms; and (2) assisting governments in covering emergency expenses, providing matching funds necessary to repair and mitigate storm damaged infrastructure, and providing funds for critical infrastructure assets that were storm impacted. The State also worked with storm-damaged communities to begin a comprehensive community-based planning process known as the New York Rising Community Reconstruction Program.

Respondents to this RFQ should thoroughly review the New York State Action Plan for Community Development Block Grant Disaster Recovery and all amendments thereto, as well as all Federal Register notices related to the CDBG-DR funds.

The Action Plan and all amendments are located on the GOSR website at:

<http://stormrecovery.ny.gov/funding/action-plans-amendments>

### **3. RFQ Process and Administrative Requirements**

#### **3.1 RFQ Coordinator**

Shin Kim  
Governor’s Office of Storm Recovery  
25 Beaver Street  
New York, New York 10004  
[GOSRProcurement@stormrecovery.ny.gov](mailto:GOSRProcurement@stormrecovery.ny.gov)

#### **3.2 RFQ Timeline**

<b>Target Date</b>	<b>Event</b>
October 5, 2015	Release of RFQ
October 13, 2015	Anticipated Respondents’ Conference – Time TBD
October 15, 2015	Last Day to Submit Questions – 5:00 p.m. (Eastern)

<b>Target Date</b>	<b>Event</b>
October 22, 2015	Issuance of Answers to Questions
October 28, 2015	Submission Deadline – 3:00 p.m. (Eastern)
TBD	Finalist Interviews (if applicable)
November/December 2015	Target Date for Selection

Please note that the RFQ timeline includes target dates and may change. It is the sole responsibility of Respondents to periodically review the GOSR website for regular updates to the RFQ timeline and other important information, which may alter the terms or requirements of this RFQ.

### **3.3 Qualifications Review Stages**

Review of Responses will be conducted by a committee formed by GOSR.

#### **Stage 1**

Responses will be checked for compliance with the required minimum qualifications in section 5.1.

#### **Stage 2**

For each Task, the Respondent will be assessed against the Selection Criteria presented in their Responses. GOSR reserves the right to interview the Respondent when reviewing these criteria for clarification purposes.

#### **Stage 3**

Reference checks will be done by GOSR during the qualifications review and may be done during the term of the List to confirm any information submitted by the Respondent. GOSR reserves the right to contact references other than those provided by the Respondent. If any of the references are unsatisfactory to GOSR, the Respondent may be excluded or removed from the List of Qualified Vendors in GOSR's sole discretion.

#### **Stage 4**

The Respondent will be notified of their status in writing on the List of Qualified Vendors.

### **3.4 Use of List of Qualified Vendors**

The guidelines set out in this section regarding the use of the List of Qualified Vendors are subject to change from time to time as GOSR may deem necessary, without notice to the Consultants or firms on the List.

3.4.1 The List of Qualified Vendors will be in effect until December 31, 2018.

3.4.2 GOSR may, in its sole discretion, from time to time, use the List of Qualified Vendors in connection with projects or assignments. The criteria for selecting Qualified Vendors for each project or task will vary, depending upon the requirements of the applicable project

or task and could involve requiring a Consultant to have a certain demonstrated experience and proficiency level in one or more Task Numbers depending on the specific requirements of the project or assignment.

- 3.4.3 Any Contracts entered into with a Qualified Vendor will be:
- a) between GOSR and the individual Consultant where the Qualified Vendor is the individual Consultant, and
  - b) between GOSR and a company and specifying the individual Consultant(s) to be engaged where the Qualified Vendor is a Respondent company.
- 3.4.4 Prior to Contract Award, the Qualified Vendor shall comply with the insurance requirements as articulated in Attachment 1 to the RFQ.
- 3.4.5 Qualified Vendors may be contacted on an "as, if and when requested" basis and will be asked to compete on opportunities for the provision of services in accordance with the selection method set out in paragraph 5.1.5 or as revised by GOSR and communicated to all Qualified Vendors from time to time. If a Qualified Vendor's requested Consultant is unavailable for a contemplated project or assignment, the Qualified Vendor may propose a substitute resource to GOSR for evaluation and consideration.
- 3.4.6 GOSR may select a Qualified Vendor from the List using one or more of the following selection methods:
- a) If the estimated Contract value is less than or equal to \$150,000, GOSR may, in its sole discretion, use a competitive selection process amongst a minimum of three (if available) Qualified Vendors that evaluates each Qualified Vendor's available Consultants, proposed approach, pricing, or other elements required for the project or assignment. GOSR may in its sole discretion consider other Qualified Vendors' available Consultants that, in GOSR's sole opinion, meet GOSR's qualification criteria for the project or assignment (e.g., specialization, experience level, etc.).
  - b) If the estimated Contract value is more than \$150,000, and more than one Qualified Vendor has a Consultant available who has the necessary qualifications to carry out the project or assignment based on GOSR's specific assessment of the Consultant qualifications, GOSR will invite all such Qualified Vendors to compete for the project or assignment.
- 3.4.7 Qualified Vendors will immediately, during the period that the List is in effect, advise GOSR of any material changes to the information contained in their Response.
- 3.4.8 GOSR has the sole discretion to remove a Qualified Vendor from the List of Qualified Vendors for unsatisfactory performance by a Qualified Vendor in a Contract or for failing to meet the requirements for staying on the List of Qualified Vendors as set out in this RFQ or as may be communicated by GOSR from time to time.
- 3.4.9 GOSR has no obligation to:

- a) inquire as to the availability of a substitute Consultant when advised by a Qualified Vendor that the Consultant named on the List is not available for a particular project;
- b) evaluate or accept any substitute Consultant proposed by a Qualified Vendor;
- c) enter into a Contract with any one or more Qualified Vendors; or
- d) invite any one or more Qualified Vendors to participate in competitive processes for a Contract.

3.4.10 GOSR reserves the right, in its sole discretion, to:

- a) employ open competitions that include Vendors external to the List of Qualified Vendors;
- b) otherwise engage Vendors external to the List of Qualified Vendors in connection with any project required by GOSR; and
- c) at any time, cancel, extend, or expand the List of Qualified Vendors.

3.4.11 GOSR may not necessarily select the Qualified Vendor offering the lowest rates, and may also review the qualifications or other criteria required for a specific project.

3.4.12 GOSR may, in its sole discretion, consider subsequent requests for inclusion on the List of Qualified Vendors during the term of the List. Any such requests will be subject to those Respondents submitting their qualification information for review in the same manner as originally outlined in this RFQ. There is no assurance that GOSR will require any future additions to the List or will accept any requests for inclusion.

### **3.5 Respondents' Conference and Questions**

A conference call may be held at the discretion of GOSR to discuss the RFQ, accept questions, and provide preliminary responses. Should a conference call be scheduled, this information will be posted on the GOSR "Procurement Opportunities" webpage at:

<http://stormrecovery.ny.gov/doing-business-with-gosr/rfps>

It is the sole responsibility of the Respondent to check for amendments and additional information on the "Procurement Opportunities" webpage.

All questions and correspondences must be sent to the RFP Coordinator at the email address in section 3.1 by the deadline in section 3.2. All questions must reference this specific RFQ in the subject line of the email. For example, the subject line for questions related to this RFQ should read **RE: RFQ Question – Residential Environmental Remediation of Lead, Asbestos, and Radon**. Responses to all substantive questions, including any substantive questions arising from the Respondents' conference, will be posted on the GOSR "Procurement Opportunities" webpage listed above on the date listed in section 3.2. All questions and correspondence must be sent to



[GOSRProcurement@stormrecovery.ny.gov](mailto:GOSRProcurement@stormrecovery.ny.gov). Any correspondence or questions sent to any other email address regarding this RFQ will not be responded.

### **3.6 Procurement Lobbying Provisions**

Pursuant to State Finance Law §§ 139-j and 139-k, this RFQ includes and imposes certain restrictions on communications between GOSR and Respondents during the solicitation process. A Respondent is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the contract (the restricted period) with GOSR staff other than the RFQ Coordinator, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a).

GOSR employees also are required to obtain certain information when contacted during the restricted period and make a determination of responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility can result in the rejection for contract award and in the event of two (2) findings within a four-year period, the offer or/Respondent is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found on the Office of General Services website at:

[http://ogs.ny.gov/aboutOgs/regulations/defaultSFL\\_139j-k.asp](http://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp)

For all lobbying law contacts and inquiries, please contact:

Natalie Dennery  
Lobbying Contact Officer  
Governor's Office of Storm Recovery  
[GOSRProcurement@stormrecovery.ny.gov](mailto:GOSRProcurement@stormrecovery.ny.gov)  
Email must indicate subject: **RE: Lobbying Inquiry**

### **3.7 Conflicts of Interest**

Any contract awarded subsequent to a competitive process will preclude the selected contractor from representing before GOSR any bidder or grantee of GOSR other than those bidders or grantees who may be assigned under this contract during the period the contract is in effect. In the event of real or apparent of conflicts of interest, GOSR reserves the right to impose additional conditions upon contractors. The selected contractor will be subject to the provisions on conflicts of interest set forth in section 74 of the New York State Public Officers Law.

### **3.8 Submission Format**

Submissions to this RFQ must be filed electronically in Portable Document Format (pdf) file. Unless otherwise noted, Respondents must complete and submit all forms, information, and other documentation listed herein (including, without limitation, any Attachments and Appendices to this RFQ) as part of their electronic submissions. Only complete submissions will be evaluated. In all instances, GOSR's determination regarding the completeness of any Responses shall be final.

Submissions must be emailed no later than **3:00 pm (EDT) on the date indicated in section 3.2**. The email subject shall indicate **RE: Statement of Qualifications for Residential Environmental Remediation of Lead, Asbestos, and Radon**.

**Any submissions delivered after 3:00 pm (EDT) will not be considered.** Respondents assume all risks associated with delivery. Delivery delays shall not excuse late submissions. The Respondent is responsible to ensure that emails and attachments are delivered on time and in a legible format. The determination of whether any submission was received on time is at the sole discretion of GOSR.

Responses must be submitted by email to:  
[GOSRProcurement@stormrecovery.ny.gov](mailto:GOSRProcurement@stormrecovery.ny.gov)

Submission font size shall not be any less than 12 point, with 1-inch margins, with the exception of tables and charts, but such text must be clearly legible. Respondents are encouraged to submit only relevant and necessary information.

The Respondent shall not make any aspect of its submission contingent upon the use of State of New York personnel, property, or equipment.

GOSR will consider Responses to this RFQ in a consistent and easily comparable format. Submissions not organized in the manner set forth in this RFQ may be considered nonresponsive at the sole discretion of GOSR. Do not refer to other parts of your submission to information that may be publicly available elsewhere, or to the Respondent's website or any other website in lieu of presenting the information in your Response.

The submission must be accompanied by a cover letter stating that: (a) all information submitted is true and accurate; and (b) the person signing the cover letter is authorized to submit the Response on behalf of the Respondent.

### **3.9 Finalist Interview**

GOSR reserves the option, at its sole discretion, to invite qualified respondents to a finalist interview. If GOSR elects to conduct finalist interviews, each qualified respondent will be required to give a strictly timed presentation. This presentation should highlight abatement and remediation services provided for similar organizations. GOSR may alter the scoring of a qualified respondent's submission based upon the presentation. GOSR, at its sole discretion, may choose the time and place of this interview. Respondents are responsible for all costs or expenses incurred to attend such interview.

### **3.10 Changes to Response Wording**

The Respondent shall not change the wording of its Response after the submission due date and time specified in section 3.2, and no words or comments will be added to the Response unless requested by GOSR for purposes of clarification.

### **3.11 Respondent's Errors and Omissions**

GOSR reserves the right to reject a submission that contains an error or omission. GOSR also reserves the right to request correction of any errors or omissions and/or to request any clarification or additional information from any Respondent, without opening up clarifications for all Respondents. Respondents will be provided a reasonable period of time in which to submit written responses to GOSR's requests for clarification or additional information. Respondents shall respond by the deadline stated in the correspondence.

### **3.12 Respondent's Expenses**

Respondents are solely responsible for their own expenses in preparing a Response and for subsequent negotiations with GOSR, if any. GOSR will not be liable to any Respondent for any claims, whether for costs or damages incurred by the Respondent in preparing the Response, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **3.13 Acceptance of Responses**

This RFQ is not an agreement to purchase services. GOSR is not bound to enter into a Contract with any Qualified Vendor. Responses will be assessed in light of the qualification review criteria. GOSR will be under no obligation to receive further information, whether written or oral, from any Respondent.

### **3.14 Definition of Contract**

Notice in writing to a Respondent that it has been identified as a Qualified Vendor will neither constitute a Contract nor give the Respondent any legal or equitable rights or privileges relative to the service requirements set out in this RFQ. Only if a Qualified Vendor and GOSR enter into a subsequent full written Contract will a Respondent acquire any legal or equitable rights or privileges.

### **3.15 List of Qualified Vendors Not Binding**

A Qualified Vendor may withdraw its name from the List of Qualified Vendors by notifying GOSR in writing. GOSR may withdraw a name of a Qualified Vendor from the List of Qualified Vendor by notifying that Qualified Vendor in writing.

### **3.16 Modification of Terms**

GOSR reserves the right to modify the terms of this RFQ at any time in its sole discretion. This includes the right to cancel this RFQ or the List of Qualified Vendors at any time without entering into a Contract.

### **3.17 Ownership of Responses**

All documents, including Responses submitted to GOSR, become the property of GOSR. They will be received and held in confidence by GOSR, subject to the provisions of the *Freedom of Information Law*.

### **3.18 Proprietary Information**

Only information considered trade secrets or non-published financial data may be classified as proprietary or confidential. Such information within the Response must be clearly marked. Responses containing substantial contents marked as confidential or proprietary may be rejected by GOSR. Provision of any information marked as confidential or proprietary shall not prevent GOSR from disclosing such information if required by law.

### **3.19 Confidentiality of Information**

Information pertaining to GOSR obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from GOSR.

### **3.20 Collection and Use of Personal Information**

Respondents are solely responsible for familiarizing themselves and ensuring that they comply with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFQ requires Respondents to provide GOSR with personal information of employees who have been included as resources in response to this RFQ, Respondents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to GOSR. Such written consents are to specify that the personal information may be forwarded to GOSR for the purposes of responding to this RFQ and use by GOSR for the purposes set out in the RFQ. GOSR may, at any time, request the original consents or copies of the original consents from Respondents, and upon such request being made, Respondents will immediately supply such originals or copies to GOSR.

## **4. Services**

The following sub-sections list the Task Numbers and details of the types of services that GOSR may require from Qualified Vendors. Attachment 2 lists sample line items which Qualified Vendors may be expected to provide under each Task. Qualified Vendors must be prepared to commence these services within thirty (30) days of Task Order issuance at the direction of GOSR. The information provided below is to aid in developing the Respondent's Response to the RFQ.

**Respondents may choose to submit Responses for any one (1), two (2) or all three (3) Tasks.**

### **4.1 Task 1 – Lead Abatement Remediation**

The Qualified Vendor shall conduct Lead Abatement Activities for lead paint and/or lead dust in single family and/or multi-family residential homes in a manner compliant with all applicable laws and regulations, including but not limited to, the United States Housing and Urban Development (“HUD”) Regulations set forth in 24 CFR Part 35, New York State Department of Labor, New York State Department of Environmental Conservation, United States Environmental Protection Agency (“EPA”), and United

States Department of Labor rules and regulations. All lead inspectors must have all HUD and EPA mandated certifications.

Upon completion of authorized abatement/mitigation scope, the Qualified Vendor will be required to prepare and submit a Final Report with all legally required supporting documentation demonstrating performance of lead abatement activities in the area identified in the lead risk assessment or failed lead clearance report provided by the GOSR Contract Manager (“CM”).

## **4.2 Task 2 – Asbestos Abatement**

The Qualified Vendor shall conduct Asbestos Abatement Activities for friable and/or non-friable materials in single family and/or multi-family residential homes in a manner compliant with all applicable laws and regulations, including but not limited to New York State Department of Labor (12 NYCRR Part 56), New York State Department of Environmental Conservation, United States Environmental Protection Agency, and United States Department of Labor rules and regulations. All asbestos workers must have all proper licenses for the type of asbestos work they are performing, and to the extent required, all Qualified Vendors shall be required to have the proper licenses.

Upon completion of authorized abatement/mitigation scope, the Qualified Vendor will be required to prepare and submit a Final Report with all legally required supporting documentation demonstrating performance of asbestos abatement activities in the area identified in the asbestos survey provided by the GOSR CM.

## **4.3 Task 3 – Radon Mitigation**

The Qualified Vendor shall conduct Installation Activities to address radon in single family and/or multi-family residential homes in a manner compliant with all applicable laws and regulations.

Upon completion of authorized abatement/mitigation scope, the Qualified Vendor will be required to prepare and submit a Final Report with all legally required supporting documentation demonstrating installation of the radon mitigation system and all associated activities (sealing, installation of ventilation monitoring system, etc.).

# **5. Qualifications Review Criteria**

## **5.1 Required Minimum Qualifications of Respondent**

The following subsections are required minimum qualifications.

- 5.1.1 Neither Respondent nor any person or entity associated or partnering with Respondent has been the subject of any adverse findings that may prevent GOSR from selecting Respondent. Such adverse findings include, but are not limited to, the following:
- a) Negative findings from the New York State Inspector General, a federal Inspector General or from the U.S. Government Accountability Office, or from an Inspector General in another state
  - b) Pending or unresolved legal action from the U.S. Attorney General or from an attorney general in New York or another state

- c) Pending litigation with New York State, any other state, or a municipality located in New York or another state
  - d) Arson conviction or pending case
  - e) Harassment conviction or pending case
  - f) Local, State, Federal or private mortgage arrears, default, or foreclosure proceedings
  - g) In rem foreclosure
  - h) Sale of tax lien or substantial tax arrears
  - i) Fair Housing violations or current litigation
  - j) Defaults under any Federal, State or locally-sponsored program
  - k) A record of substantial building code violations or litigation against properties owned and/or managed by Respondent or by any entity or individual that comprises Respondent
  - l) Past or pending voluntary or involuntary bankruptcy proceeding
  - m) Conviction for fraud, bribery, or grand larceny
  - n) Listing on the federal or state excluded parties lists
- 5.1.2 Respondent has or will have prior to work all necessary licenses, certifications, approvals, and other needed credentials to perform work in New York State pursuant to this RFQ.
- 5.1.3 Respondent is otherwise qualified and eligible to be on a List of Qualified Vendors under applicable laws and regulations.
- 5.1.4 Task 1 - Asbestos Abatement
- a) Licensing and Certifications:
    - i. The Respondent at all times shall observe and comply with all Federal, State and City laws, bylaws, ordinances and regulations in any manner affecting the conduct of work or applying to employees on the project.
    - ii. In accordance with the State of New York Department of Labor and Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (12 NYCRR Part 56), Respondent shall possess a valid asbestos handling license issued by the Commissioner of the New York State Department of Labor. In addition, all individuals employed by Respondent shall obtain required and approved training and asbestos certificates, meeting requirements established by the New York State Department of Health.
  - b) Qualifications:
    - i. Respondent should have at least five (5) years of experience in asbestos abatement services. Respondent shall include in its submission three (3) examples of previous experience with projects located in the greater New York City area within the last seven (5) years. GOSR will consider related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed, among other factors.
- 5.1.5 Task 2 - Lead Abatement

- a) Licensing and Certifications:
  - i. The Respondent performing lead remediation services will obtain all required licenses and/or certifications.
- b) Qualifications:
  - i. Respondent should have at least five (5) years of experience in lead abatement services at residential properties for state and/or local governmental entities, and possess a demonstrated knowledge of abatement techniques and requirements. Respondent shall include in its submission three (3) examples of previous experience with projects located in New York within the last five (5) years. GOSR will consider related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed, among other factors.

5.1.6 Task 3 - Radon Mitigation

- a) Licensing and Certifications:
  - i. Not Applicable
- b) Qualifications:
  - i. Respondent is expected to have been trained to reduce indoor air radon levels and/or implement measures designed to reduce such levels in existing residential buildings.
  - ii. Respondent shall demonstrate prior project experience providing radon mitigation services in residential properties for state and/or local governmental entities located in the greater New York radon-affected counties, and possess a demonstrated knowledge radon mitigation testing, mitigation techniques, and quality assurance processes.

**6. Selection Criteria and Requirements**

The qualifications review committee will check Responses against the minimum qualifications. Responses meeting the minimum qualifications will be further assessed against the following selection criteria. The names of successful Respondents will be added to the GOSR’s List of Qualified Vendors.

Selection Criteria	Points Available
Project Experience	30
Key Personnel	30
References	15
Technical Approach and Work Plan	15
Commitment to Complying with all Applicable Federal, State, and Local Regulations	10

<b>TOTAL POINTS AVAILABLE</b>	<b>100</b>
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Responses are to be submitted in the following format and sequence to ensure that they receive full consideration during evaluations and that the evaluations themselves may be handled in an efficient and consistent manner. All pages should be consecutively numbered.

## **6.1 Cover Letter and Table of Contents**

Provide a cover letter that includes a certification that the information submitted in and with the submission is true and accurate, and that the person signing the cover letter is authorized to submit the submission on behalf of the Respondent.

Provide a table of contents that clearly identifies the location of all material within the submission by section and page number. Specify the primary contact person for the Respondent (name, title, location, telephone number, and e-mail address).

## **6.2 Executive Summary**

Provide an executive summary including a description of the Respondent’s legal status (e.g., individual practitioner, partnership, Limited Liability Company, corporation, non-profit organization, charitable institution, etc.), background, mission, an explanation of the types of services the Respondent provides that relate to this RFQ, and an organizational chart.

Briefly describe any significant changes to the management and/or structure of the Respondent that are related to the work contained in this RFQ, including any mergers that occurred in the last five (5) years.

Submit a completed Respondent Overview form (page 1 of the Appendices for Request for Proposals) which includes the name, address, telephone, fax, and email of the Respondent and the names of all principals and staff that will be providing environmental remediation services, as well as all subcontractors and sub-consultants proposed. Respondents are encouraged to provide specific opportunities and partnerships with minority-and/or women-owned business enterprises. Please also note that all subcontractors of the selected firms prior to and after the issuance of a contract will be subject to prior written approval by GOSR.

## **6.3 Project Experience**

Identify engagement with entities comparable to New York State for which the Respondent provides or has provided, similar services within the last (5) years. Detail three (3) similar engagements with clients of similar size and complexity to the State that would demonstrate that the Respondent can provide the services. For each Task, Respondent will be scored on the Respondent’s demonstrated experience in executing and delivering that Task. Respondents who have demonstrated experience and success in providing Environmental Remediation of Lead, Asbestos, and Radon for housing grant and loan programs, business grant and loan programs will be scored higher than those who do not. Each example should include:



- 6.3.1 Name of client organization;
- 6.3.2 Brief but clear narrative describing the relevance of the reference assignment to this GOSR RFQ;
- 6.3.3 Information regarding the project that would demonstrate successes experienced by the client as a result of the recommendations. This may include performance metrics and improvements.
- 6.3.4 Reference contact for client organization with current and working contact information.

If a Respondent will be subcontracting or partnering for any portion of the work, please also summarize the qualifications and experience of their relevant staff and attach any contracts or agreements pertaining to the submission.

## **6.4 Key Personnel**

The resumes and professional qualifications of Key Personnel assigned to this GOSR project shall be submitted for evaluation, which include the education, work experience, licensure and certification, and other relevant information regarding each professional.

The required positions are as follows:

### 6.4.1 Contract Manager

The Contract Manager would be responsible for reporting to Senior GOSR staff on large contractual issues. They would participate in contract negotiations and engage GOSR when significant scope or change of work order is needed. The Contract Manager must have at least five years of experience in Environmental Remediation of Lead, Asbestos, and Radon services to public entities (which include federal, state, or local agencies or public authorities within the United States), including but not limited to those services outlined in the RFQ.

### 6.4.2 Project Manager

The Project Manager, reporting to the Contract Manager, will coordinate and delegate the assignments to the Contractor's staff, and serve as the point of contact for GOSR staff. The Project Manager will be responsible for promptly notifying GOSR and the designated Construction Management Firm upon completion of the work to request a clearance inspection of the work area. The Project Manager will be responsible for prompt reporting of any issues or potential issues regarding work scope, product, or conflict to GOSR. The Project Manager must have at least four years of experience in Environmental Remediation of Lead, Asbestos, and Radon, or comparable contaminant abatement, including but not limited to those services outlined in this RFQ.

### 6.4.3 Quality Manager

The Quality Manager, working under the Project Manager, will be responsible for the establishment, implementation, monitoring and enforcement of the Respondent's Quality

Control program. The Quality Manager must have at least three years of experience in Environmental Remediation of Lead, Asbestos, and Radon, or comparable contaminant abatement, with a minimum of one year experience in Environmental Remediation of Lead, Asbestos, and Radon, or comparable contaminant abatement, for public sector projects.

Professionals shall have appropriate and adequate skill and experience to support the GOSR program, and will be evaluated as such. An organization chart showing the relationship of these and other positions is acceptable but not mandatory.

## **6.5 References**

Submissions shall identify three (3) relevant, recent references to be contacted which are associated with the Project Experience citations in section 6.3 above. A paragraph should accompany each reference describing the role on the relevant project as well as any other contextual information. References will be asked a consistent set of questions requesting a numerical score, which will be tabulated and applied to the available points for the category.

GOSR may seek information from references regarding subjects that include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFQ and the responsiveness of the Respondent to the client during the engagement. Information provided by references will be used by GOSR for submission evaluation purposes. References should be available and aware of their inclusion in the Respondent's submission and pending contact. GOSR reserves the right to or not to attempt to re-contact or notify Respondent of its inability to connect with reference in initial effort. GOSR is not responsible for the lack of responsiveness of the references listed by Respondents, and the State is not required to alert Respondents of a reference's unresponsiveness during the submission evaluation period. Inability to contact references will not be looked upon favorably.

GOSR reserves the right to deploy, at its sole discretion, a variety of methods and communication approaches to contact references, depending on what the State deems to be the most effective and efficient manner.

## **6.6 Technical Approach and Work Plan**

Respondents that present a clear and straightforward work plan for all aspects of Environmental Remediation of Lead, Asbestos, and Radon which is based on a well-defined timeline for delivery of key goals and objectives, and places emphasis on high standards for the delivery of services in expectation of meeting or exceeding these goals, will score higher than those that do not. Respondents must clearly identify the ability to provide sufficient capacity for the efficient and timely implementation and administration of the program. Include a description of the Respondent's management and quality control measures to be utilized. Respondents that demonstrate they have the staff and many of the deliverables already in place to begin serving disaster-impacted New Yorkers immediately will be scored higher than those who need more time, or whose Responses are vague. The technical approach shall also identify expected costing and expected cost methodology for standard asbestos, lead and radon projects.

Technical Approach and Work Plan is limited to no more than five pages.

## **6.7 Commitment to Complying with all Applicable Federal, State, and Local Regulations**

All Respondents must comply with the below legal and regulatory requirements. In addition, all Respondents must complete and submit all applicable forms in the Appendices.

Respondents who demonstrate a commitment to complying with all applicable Federal, state, and local regulations, including M/WBE and Section 3 income requirements, will receive the most points.

### **6.7.1 New York State Law**

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145 GOSR recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of GOSR contracts. GOSR encourages firms that are M/WBE certified in New York State, or any other city or state, or the federal government, to submit submissions in response to this RFQ.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that GOSR establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

### **6.7.2 Business Participation Opportunities for MWBEs**

GOSR is committed to achieving significant MWBE participation in its contracts and will use good faith efforts to ensure that qualified MWBE firms are included in the selection of a firm to provide the above described services. For purposes of this solicitation, HTFC hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State certified minority-owned business enterprises ("MBE") participation and 15% for New York State certified women-owned business enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A Contractor on the

subject Contract must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that GOSR may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how GOSR will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and GOSR may withhold payment from the Contractor as liquidated damages.

Respondents that are not M/WBEs are strongly encouraged to consider partnering, or other joint venture arrangements, with other certified M/WBE firms to achieve the prescribed goals and to give M/WBE firms the opportunity to participate in the above-described services performed under the contract(s) awarded to the successful Respondent(s).

Include the following in the Respondent's submission:

- a) If the Respondent is a New York State-certified M/WBE firm, provide documentation evidencing registration. For M/WBE firms that are not certified but have applied for certification, provide evidence of filing, including the filing date.
- b) A description of the instances, if any, in which the Respondent has worked with M/WBE firms on previous transactions by engaging in joint ventures or other partnering or subcontracting arrangements. Submissions should include the nature of the engagement, how such arrangement was structured and a description of how the services and fees were allocated.
- c) A statement of the Respondent's willingness, if any, to engage in M/WBE partnering or mentoring arrangements with an M/WBE firm selected by the Respondent. Such statement should include an explanation of how the Respondent would suggest structuring such an arrangement and allocating services and fees between the firms participating or mentoring arrangement.
- d) Provide a plan for ensuring the participation of minority group members and women in accordance with the Participation by Minority Group Members and Women Requirements and Procedures for Contracts with HTFC, attached hereto as Appendix III.

### 6.7.3 Section 3 of the Housing & Urban Development Act of 1968

In addition to the above diversity requirements, and pursuant to Section 3 of the Housing & Urban Development Act of 1968, GOSR is committed to ensuring that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

A “Section 3 resident” is: 1) a public housing resident; or 2) a low- or very low- income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended. A “Section 3 business concern” is a business that can provide evidence that they meet one of the follow criteria: 1) 51 % or more owned by Section 3 residents; or 2) at least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire; or 3) provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to business concerns that meet one of the preceding two qualifications.

Further requirements for Section 3 contracts are detailed in Section 30 of Appendix I, “HUD General Provisions.”

## **6.8 Vendor Responsibility**

Complete and include in the Response a Vendor Responsibility Questionnaire for the Respondent and its proposed subcontractors, which can be found at [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm). Select the questionnaire that best matches the business type (either For-Profit or Not-For-Profit) and business activity (Construction or Other). Do not send the completed form to the Office of the State Comptroller (OSC) unless specifically requested.

## **6.9 Affirmation of Understanding**

Complete and sign the Affirmation of Understanding and Agreement Pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b), attached hereto as Appendix A.

## **6.10 Offeror Disclosure of Prior Non-Responsibility Determinations**

Complete and sign the Offeror Disclosure of Prior Non-Responsibility Determinations, attached hereto as Appendix B.

## **6.11 Non-Collusive Bidding Certification**

Complete and sign the Non-Collusive Bidding Certification.

## **6.12 Requirements of Legal Entities**

Respondents that are corporations, partnerships, or any other legal entity, domestic or foreign, shall be properly registered to do business in the State of New York at the time of the submission of their Responses to this RFQ. Such Respondents shall attach a certificate of good standing from the New York Secretary of State to their submissions.

## **6.13 General Federal Grant Requirements**

Because the Contract is being funded with federal funds, the Contract shall be governed by certain federal terms and conditions for federal grants, such as the Office of Management and Budget’s (“OMB”) applicable circulars. Respondent shall provide a description of experience with such grant requirements and affirmatively represent and certify that the Respondent shall adhere to any requirements of applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from fee or compensation to contractor.

## **6.14 HUD General Provisions**

Because the Contract is being funded with HUD funds, the Contract shall be governed by certain general HUD terms and conditions, attached hereto as Appendix I. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix I, and any subsequent changes made by HUD.

## **6.15 Standard Clauses for Contracts with HTFC**

Because the ultimate Contract will be between the Respondent and HTFC, the contract shall be governed by certain standard HTFC terms and conditions, attached hereto as Appendix II. Respondent shall provide a description of experience with such requirements and affirmatively represent and certify that the Respondent shall adhere to the terms and conditions set forth at Appendix II, and any subsequent changes deemed appropriate by HTFC.

## **6.16 Iran Divestment Act**

Every bid or proposal made to HTFC/GOSR pursuant to a competitive solicitation must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"By submission of this bid or proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Respondent is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

The list in question is maintained by the Office of General Services. No Response that fails to certify compliance with this requirement may be accepted as responsive.

## **Attachments and Appendices**

Attachment 1 – Insurance Requirements

Attachment 2 – Sample Line Items

Appendix A – Affirmation of Understanding and Agreement Pursuant to State Finance Law §  
139-j (3) and § 139-j (6) (b)

Appendix B – Offeror Disclosure of Prior Non-Responsibility Determinations

Appendix I – HUD General Provisions

Appendix II – Standard Clauses for Contracts with the Housing Trust Fund Corporation

Appendix III – Diversity Forms

Appendix IV – Construction Requirements and Procedures for Contracts with Housing Trust  
Fund Corporation

Appendix A – Standard Clauses for NYS Contracts

## Attachment 1

### Required Insurance

Contractor shall procure and maintain, at its sole cost and expenses, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Task Order(s), insurance of the type, and with the limits and deductibles, as follows:

- i. Commercial General Liability Insurance. In an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; One Million Dollars (\$1,000,000.00) per occurrence for personal and advertising injury; Two Million Dollars (\$2,000,000.00) products/completed operations aggregate; and Two Million Dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an “occurrence” basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name HTFC and the State of New York as “Additional Insureds”.
- ii. Comprehensive Automobile Liability. In an amount not less than One Million dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Contractor’s activity or performance under the Agreement, the Services or Scope of Services, or any Task Order(s).
- iii. Workers’ Compensation Insurance and Disability Benefits Insurance. Covering employers’ liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers’ Compensation Law (WCL) of the State of New York.
- iv. Standard “All Risk” Property Insurance covering all equipment and material (owned, borrowed or leased by Contractor or its employees) utilized and/or related to Contractor’s activity or performance under the Agreement, the Services or Scope of Services, or any Task Order(s), to



the full replacement value, and which shall allow for a waiver of subrogation in favor of HTFC. Contractor hereby agrees to waive its right of subrogation against HTFC. Failure of the Contractor to secure and maintain adequate coverage shall not obligate HTFC, its agents of employees, for any losses.

- v. Excess Liability Insurance. In an amount not less than Eight Million Dollars (\$8,000,000.00) per occurrence and Eight Million Dollars (\$8,000,000.00) per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be written on an “occurrence” basis and shall be endorsed to name HTFC and the State of New York as “Additional Insureds”.

In addition-

- vi. If Contractor is providing Professional Services (other than as a Pollution Mitigation and/or Abatement Contractor- see vii below), Professional Liability Insurance. In an amount not less than Two Million Dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Contractor and/or those acting under the Contractor’s direction or control and/or those for whose acts the Contractor may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by Contractor.
- vii. If Contractor is providing Professional Services as a Pollution Mitigation and/or Abatement Contractor, Professional Liability Including Pollution Legal Liability Insurance. In an amount not less than Two Million Dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Contractor and/or those acting under the Contractor’s direction or control and/or those for whose

acts the Contractor may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by the Contractor. HTFC and the State of New York shall be named as “Additional Insureds” on the Pollution Legal Liability coverage.

All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best’s Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Contractor under this Agreement, the Services or Scope of Services, or any Task Order(s), and shall be endorsed to provide that HTFC shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.

The Contractor shall provide Certificates of Insurance to HTFC prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including HTFC and the State of New York as “Additional Insureds”, shall be deemed a breach of contract.

An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers’ Compensation Insurance and Disability Benefits Insurance. For evidence of Workers’ Compensation Insurance, the contractor must supply one of the following forms: Form C-105.2 (Certificate of Workers’ Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI-12 (Certificate of Workers’ Compensation Self- insurance), Form GSI-105.2 (Certificate of Participation in Workers’ Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the contractor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155

(Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).

Subcontractors under this Agreement shall only be subject to b(i)-(iv) of this Section, except that (b)(vi)-(vii) shall apply where applicable. However Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.

Contractor will also be required to agree to the following indemnification provision:

- (a) Contractor shall, and hereby agrees, to hold harmless, defend (with counsel acceptable to HTFC), and indemnify HTFC, and its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, representatives, and affiliates (collectively, "HTFC"), from and against any and all losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, costs of any form or nature whatsoever (including reasonable attorneys' fees), resulting from, arising out of, or in consequence of any action or cause of action in connection with this Agreement, the Services or Scope of Services, or any Task Order(s), including, but not limited to, property damage, any injuries or death sustained by any persons, employees, agents, invitees and the like, any infringement of copyright, royalty, or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement, the Services or Scope of Services, or any Task Order(s), any injuries or damages resulting from defects, malfunction, misuse, etc. of Contractor-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or willful misconduct) of Contractor or any subcontractor or supplier of any level or

tier or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable.

This indemnity shall expressly include, but is not limited to, the obligation of Contractor to indemnify and reimburse HTFC for any and all attorneys' fees and other litigation or dispute resolution costs incurred, or to be incurred, in HTFC's enforcement of this Agreement, or any portion thereof, against Contractor or otherwise arising in connection with this Agreement. This clause shall survive indefinitely the termination of this Agreement for any reason.

It is expressly understood and agreed that the risk of loss for property damage during the course of construction or other work passes to HTFC only after completion of the work enumerated in the Agreement, Services or Scope of Services, or any Task Order(s). Accordingly, all of the indemnity provisions of this section 11(a) shall also apply to any losses sustained prior to the passing of risk of loss to HTFC. This clause shall survive indefinitely the termination of this Agreement for any reason.

Notwithstanding the foregoing provisions of this section 11(a), Contractor remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Contractor, its officers, employees or agents.

## Attachment 2

### Sample Line Items

Description	Unit
ASBESTOS:	
ACM Abatement - Mobilization	EA
ACM Abatement - Hauling beyond the first 25 miles; Includes Pick up & Removal, Up To 25 Miles	EA
ACM Abatement - Dumpster - 12 CY of Debris; Includes Pick up & Removal, Up To 25 Miles	EA
ACM Abatement - Dumpster - 20 CY of Debris; Includes Pick up & Removal, Up To 25 Miles	EA
ACM Abatement - Dumpster - 30 CY of Debris; Includes Pick up & Removal, Up To 25 Miles	EA
ACM Abatement - Dumpster - 40 CY of Debris; Includes Pick up & Removal, Up To 25 Miles	EA
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ACM Abatement - 1 CY of Debris - Bagged & Tagged; Includes Pick up & Removal	EA
ACM Abatement - 4 CY of Debris - Bagged & Tagged; Includes Pick up & Removal	EA
ACM Abatement - 6 CY of Debris - Bagged & Tagged; Includes Pick up & Removal	EA
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ACM Abatement - Waste Decontamination (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	EA
ACM Abatement - Personnel Decontamination (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	EA
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ACM Abatement - Plastic Sheeting Applied to Floors for Containment (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Add, Anti-Static & Flame Retardant Plastic Sheeting - Floor (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Plastic Sheeting Applied to Walls for Containment (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Add, Anti-Static & Flame Retardant Plastic Sheeting - Wall (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Plastic Sheeting Applied to Ceilings for Containment (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Add, Anti-Static & Flame Retardant Plastic Sheeting - Ceiling (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
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ACM Abatement - Framing for Isolation Barrier, Wood or Metal Construction (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - 1/2 " Plywood for Solid Isolation Barrier (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF

ACM Abatement - 1/2" Gypsum Board for Solid Isolation Barrier (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - 5/8" Gypsum Board for Solid Isolation Barrier (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
Bulk removal and disposal of ACM on boilers	SF
Bulk removal and disposal of ACM on boiler breaches and flues	SF
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ACM Abatement - Flooring & Adhesive - Up to 10 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA
ACM Abatement - Flooring Mastic - Up To 10 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA
ACM Abatement - Pipe and/or Pipe Fitting Insulation Up To 20 LF, 6" Diameter or Less (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA
ACM Abatement - Acoustical Plaster - Up To 10 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA
ACM Abatement - Gypsum Board - Up To 10 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA
ACM Abatement - Thermal Insulation, Up to 3" Thick - Up To 10 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA
ACM Abatement - Roof Shingles - Up To 125 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA
ACM Abatement - Cementitious/Transite Siding - Up to 125 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA
ACM Abatement - Mastic - Up To 10 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA
ACM Abatement - Non Friable Asbestos or PCB Caulking - Up To 10 LF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA
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ACM Abatement - Flooring & Adhesive, 10-500 SF; Single Layer (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Add for Each Additional Layer of Flooring w/in 10-500 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Flooring & Adhesive, 500-2500 SF; Single Layer (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Add for Each Additional Layer of Flooring, 500-2500 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Flooring Mastic, 10-250 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Add For Restricted Space, Pipe and/or Pipe Fitting Insulation, Up To 20 LF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%; Mobilization, Containment, Abatement & Legal Disposal)	EA

ACM Abatement - Pipe and/or Pipe Fitting Insulation, 20 to 250 LF, 6" Diameter or Less (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	LF
ACM Abatement - Add For Restricted Space, Pipe and/or Pipe Fitting Insulation, 20 to 250 LF, 6" Diameter or Less (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	LF
ACM Abatement - Pipe and/or Pipe Fitting Insulation, 250 to 500 LF, 6" Diameter or Less (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	LF
ACM Abatement - Add For Restricted Space, Pipe and/or Pipe Fitting Insulation, 250-500 LF, 6" Diameter or Less (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	LF
ACM Abatement - Vermiculite (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Acoustical Plaster, 10-500 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Gypsum Board, 10-500 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Thermal Insulation, Up to 3" Thick, 10-500 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Roof Shingles, 125-1000 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Add for Each Additional Layer of Roof Shingles w/in 125-1000 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Add for Each Additional Layer of Roof Shingles w/in 1000-5000 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - 1000-5000 SF Shingles (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Cementitious/Transite Siding - 125-1000 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Mastic - 10-250 SF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	SF
ACM Abatement - Non Friable Asbestos or PCB Caulking - 10 to 50 LF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	LF
ACM Abatement - Non Friable Asbestos or PCB Caulking - 50 to 250 LF (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	LF
ACM Abatement - Wire Insulation w/ Braided Covering (Incl. Proj. Design, Mgmt. & Air Monitoring Services at 25%)	LF
* The above items represent the abatement of Asbestos Containing Material utilizing asbestos safe practices.	
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<b>LEAD BASED PAINT:</b>	
Lead based Paint Mobilization	EA
Abatement of paint from Wall/ Ceiling surfaces	SF
Abatement of paint from interior Wall/ Ceiling surfaces( Drywall)	SF
Abatement of paint from interior Wall/ Ceiling surfaces (Plaster)	SF
Lead Based Paint Dust - Specialized Cleaning	SF
Seal & paint baseboard - two coats - Utilizing Lead Safe Practices	LF
Seal & paint baseboard w/cap &/or shoe - three coats - Utilizing Lead Safe Practices	LF
Paint boiler unit - Utilizing Lead Safe Practices	EA

Seal/Paint bypass door set - slab only- 2 coats (per side) - Utilizing Lead Safe Practices	EA
Prime & paint breaker panel cover - Utilizing Lead Safe Practices	EA
Seal & paint casing - oversized - three coats - Utilizing Lead Safe Practices	LF
Seal & paint casing - three coats - Utilizing Lead Safe Practices	LF
Seal & paint balustrade - three coats - Utilizing Lead Safe Practices	LF
Prime & paint cold air return (cover) - Utilizing Lead Safe Practices	EA
Paint cafe doors - pair - 2 coats (per side) - Utilizing Lead Safe Practices	EA
Seal & paint corbel - three coats - Utilizing Lead Safe Practices	EA
Seal & paint closet shelving - single shelf - Utilizing Lead Safe Practices	EA
Seal & paint closet shelving - linen closet - Utilizing Lead Safe Practices	EA
Seal & Paint cove molding - three coats - Utilizing Lead Safe Practices	LF
Seal & paint crown molding, oversized - three coats - Utilizing Lead Safe Practices	LF
Seal & paint crown molding - three coats - Utilizing Lead Safe Practices	LF
Paint door slab only - 2 coats (per side) - Utilizing Lead Safe Practices - Utilizing Lead Safe Practices	EA
Paint door/window trim & jamb - 2 coats (per side) - Utilizing Lead Safe Practices	EA
Paint door/window trim & jamb - Large - 2 coats (per side) - Utilizing Lead Safe Practices	EA
Demolition of painted interior Walls/ Ceilings (Drywall)	SF
Demolition of painted interior Walls/Ceilings (Plaster)	SF
Seal & paint full height cabinetry - inside and out - Utilizing Lead Safe Practices	LF
Seal & paint full height cabinetry - faces only - Utilizing Lead Safe Practices	LF
Paint French door slab only - 2 coats (per side) - Utilizing Lead Safe Practices	EA
Paint handrail - wall mounted - Utilizing Lead Safe Practices	LF
Seal & paint cabinetry - lower - inside and out - Utilizing Lead Safe Practices	LF
Seal & paint cabinetry - lower - faces only - Utilizing Lead Safe Practices	LF
Paint full louvered door slab only - 2 coats (per side) - Utilizing Lead Safe Practices	EA
Seal & paint fireplace mantel - Utilizing Lead Safe Practices	LF
Paint overhead door - 2 coats (per side) - Utilizing Lead Safe Practices	EA
Paint overhead door - Large - 2 coats (per side) - Utilizing Lead Safe Practices	EA
Seal & paint paneling - Utilizing Lead Safe Practices	SF
Prime & paint radiator unit - Utilizing Lead Safe Practices	EA
Prime & paint radiator cover - Utilizing Lead Safe Practices	EA
Prime and Paint heat register - Utilizing Lead Safe Practices	EA
Seal & paint stair riser - per side - per LF - Utilizing Lead Safe Practices	LF
Removal of Loose/ Peeling paint from interior Trim/ Moulding	LF
Paint plywood sheathing - Utilizing Lead Safe Practices	SF
Seal & paint base shoe or quarter round - Utilizing Lead Safe Practices	LF
Seal & paint wood shelving, 12"- 24" width - Utilizing Lead Safe Practices	LF
Seal & paint window sill - Utilizing Lead Safe Practices	LF
Interior - Seal/prime then paint the surface area twice (3 coats) - Utilizing Lead Safe Practices	SF
Paint disappearing (folding) stairway/attic access ladder - Utilizing Lead Safe Practices	EA
Seal & paint stair tread - per side - per LF - Utilizing Lead Safe Practices	LF
Seal & paint trim - two coats - Utilizing Lead Safe Practices	LF
Seal & paint cabinetry - upper - inside and out - Utilizing Lead Safe Practices	LF
Seal & paint vanity - inside and out - Utilizing Lead Safe Practices	LF



Seal & paint vanity - faces only - Utilizing Lead Safe Practices	LF
Seal & paint wood gable vent - Utilizing Lead Safe Practices	EA
Seal & paint wood window (per side) - Utilizing Lead Safe Practices	EA
Seal & paint wood window (per side) - Small - Utilizing Lead Safe Practices	EA
Seal & paint wood window (per side) - Large - Utilizing Lead Safe Practices	EA
Seal & paint wood window (per side) - Extra large - Utilizing Lead Safe Practices	EA
Prime & paint door slab only - exterior (per side) - Utilizing Lead Safe Practices	EA
Paint aluminum awning - Utilizing Lead Safe Practices	SF
Paint concrete the surface area - Utilizing Lead Safe Practices	SF
Paint Casing - oversized - two coats - Utilizing Lead Safe Practices	LF
Prime & paint deck - 2 coats primer, 2 coats paint - Utilizing Lead Safe Practices	SF
Prime & paint ext. railing - 2 coats primer, 2 coats paint - Utilizing Lead Safe Practices	LF
Prime & paint exterior fascia - wood, 4"- 6" wide - Utilizing Lead Safe Practices	LF
Prime & paint exterior fascia - wood, 6"- 8" wide - Utilizing Lead Safe Practices	LF
Seal & paint - wood fence/gate - Utilizing Lead Safe Practices	SF
Prime & paint ornamental iron grill - Utilizing Lead Safe Practices	SF
Paint masonry - Utilizing Lead Safe Practices	SF
Prime & paint ornamental iron handrail, 36" to 42" high - Utilizing Lead Safe Practices	LF
Prime & paint ornamental fence - per SF - Utilizing Lead Safe Practices	SF
Prime & paint exterior soffit - exposed rafters - Utilizing Lead Safe Practices	SF
Prime & paint exterior soffit - wood - Utilizing Lead Safe Practices	SF
Paint wood patio door - 2 coats (per side) - Utilizing Lead Safe Practices	EA
Exterior - paint two coats - Utilizing Lead Safe Practices	SF
* The above items represent the stabilization of Lead Based Paint utilizing lead safe practices.	
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RADON:	
Radon Remediation - M.K. Program Adjustment	EA