



Kathy Hochul, Governor

**Homes and
Community Renewal**

RuthAnne Visnauskas, Commissioner/CEO

Request for Proposals for

Community Development Block Grant-Disaster Recovery Property Maintenance Services and Limited-Scope Residential Repair Construction

Request for Proposals Issuance Date:

March 20, 2024

Proposal Submission Deadline:

April 10, 2024, 12PM, EDT

RFP No.: HCR-RFP-240320

HOUSING TRUST FUND CORPORATION

641 Lexington Avenue | 5th Floor | New York, NY 10022

www.hcr.ny.gov

**Request for Proposals
for
Community Development Block Grant-Disaster Recovery
Property Maintenance Services and Limited-Scope Residential Repair Construction**

Table of Contents

1.	Introduction.....	4
	1.1 Housing Trust Fund Corporation.....	4
	1.2 The Office of Resilient Homes and Communities.....	4
2.	Purpose.....	4
	2.1 Background Information.....	5
3.	Assessment of Practices relating to Diversity and Service-Disabled Veteran Owned Business Enterprises (“SDVOBs”).....	6
	3.1 Minority and/or Women Owned Business Enterprise Participation (“Diversity”).....	6
	3.2 Service-Disabled Veteran-Owned Business Enterprise Participation.....	6
4.	Calendar of Events and Milestones.....	6
5.	Scope of Services.....	8
	5.1 Scope of Services (Scope of Work).....	8
	5.2 Key Deliverables.....	9
6.	Contents of Proposals.....	10
	6.1 TAB 1: Proposal Coversheet, Cover Letter & Proposal Certification.....	11
	6.1.1 Proposal Coversheet.....	11
	6.1.2 Cover Letter with Executive Summary (3 pages).....	11
	6.1.3 Proposal Certification.....	12
	6.2 TAB 2: Technical Proposal (15-page limit).....	12
	6.2.1 Experience, Qualifications and Capacity.....	12
	6.2.2 Proposal Narrative.....	14
	6.2.3 References.....	14
	6.3 TAB 3: Cost Proposal.....	15
	6.4 TAB 4: Administrative Proposal.....	15
	6.4.1 Financial Capacity.....	16
	6.4.2 Licenses, Certifications and other Credentials.....	16
	6.4.3 Insurance Requirements.....	16
	6.5 TAB 5: Diversity and SDVOB Proposal.....	21
7.	Proposal Submission Instructions.....	21
8.	Proposer Inquiries and Revisions to this RFP.....	22
9.	Evaluation and Selection Process.....	23
	9.1 Interviews.....	24
10.	Notification of Selection.....	24
11.	Contract Award.....	24
	Attachment I: Proposal Coversheet.....	27
	Attachment II: Cost Proposal.....	31



HOUSING TRUST FUND CORPORATION

REQUEST FOR PROPOSALS FOR Property Maintenance Services and Limited-Scope Residential Repair Construction

This request for proposals is limited to responses from New York State certified minority and/or women owned business enterprises (“M/WBEs”) and/or New York State certified service-disabled veteran owned businesses (“SDVOBs”).

IMPORTANT NOTICE: A Restricted Period under the Procurement Lobbying Law is currently in effect for this Procurement and will remain in effect until authorization of a Contract by the Board of Directors of the Housing Trust Fund Corporation (Board). Proposers are prohibited from Lobbying Law Contacts related to this Procurement with any employee of the Housing Trust Fund Corporation (HTFC or Agency) or its Affiliates¹, other than the Designated Contact Officer listed below.

Michael Vayser, Assistant Counsel
New York State Homes and Community Renewal
641 Lexington Avenue, 5th Floor, New York, New York 10022
Email: Michael.Vayser@hcr.ny.gov

If you have inquiries regarding this request for proposals (RFP) or would like to contact HTFC regarding matters not relating to Lobbying Procurement Law Contacts, please contact Lisa G. Pagnozzi, Jerome White or Danielle Ruggiero via email at ContractUnitInfo@hcr.ny.gov citing the RFP page and section, no later than the date identified in the Calendar of Events and Milestones section of this RFP. The subject line of the email should indicate “2024 Property Maintenance and Residential Repair”.

¹ Affiliates shall mean the New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation.

1. Introduction

[New York State Homes and Community Renewal](#) (HCR) consists of all the major housing and community renewal agencies of the State of New York (State or NYS) including the Housing Trust Fund Corporation (HTFC).

1.1 Housing Trust Fund Corporation

The [Housing Trust Fund Corporation](#) was established as a subsidiary public benefit corporation of the New York State Housing Finance Agency. HTFC's mission is to further community development through the construction, development, revitalization and preservation of low-income housing, the development and preservation of businesses, the creation of job opportunities, and the development of public infrastructures and facilities.

1.2 The Office of Resilient Homes and Communities

HTFC's [Office of Resilient Homes and Communities](#) (RHC) strives to address communities' most urgent needs, while also encouraging the identification of innovative and enduring solutions to strengthen the State's infrastructure and critical systems. RHC utilizes approximately \$4.4 billion in flexible funding made available by the U.S. Department of Housing & Urban Development's (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) program to concentrate aid to four main areas. Paired with additional federal funding that has been awarded to other State agencies, the CDBG-DR program is enabling homeowners, small businesses and entire communities to build back even better than before. And in a State already known for its great resiliency and can-do spirit, the efforts are paving the way for a tremendous comeback— one that will reinvigorate New York and better prepare it for future extreme weather events that come its way.

2. Purpose

HTFC seeks Property Maintenance and Limited-Scope Residential Repair Construction Services to assist with RHC's Buyout and Acquisition program in maintaining the remaining properties owned by HTFC in connection with its administration of HUD CDBG-DR funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2). This request for proposals (RFP) is issued in accordance with HTFC's Procurement and Contract Guidelines and in compliance with Section 2879 of the New York State Public Authorities Law.

The purpose of this RFP is to obtain proposals from New York State certified minority and/or women owned business enterprises (MWBs) and/or New York State certified service disabled veteran owned

businesses (SDVOBs) (collectively, “Respondents” or “Proposers”) and to award a contract² for an initial period of three (3) years with two (2) one (1) year optional renewals, if needed, to provide all-inclusive property maintenance and limited-scope residential repair construction services

The Property Maintenance and Limited-Scope Residential Repair Construction services are detailed in the Scope of Services Section of this RFP. Respondents to this RFP 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 HTFC’s website at: <https://hcr.ny.gov/resilient-homes-communities-action-plans-amendments>.

2.1 Background Information

HTFC seeks services to assist the Buyout and Acquisition program in maintaining and conducting minor repair work (as needed and required) on properties owned by HTFC. The current inventory of properties consists of 31 homes throughout Richmond, Queens, Nassau and Suffolk Counties, with up to 20 additional properties that may be added in the future. All properties are owned and managed by HTFC. Generally, the property maintenance services to be provided will be primarily comprised of lawn maintenance of areas adjacent to existing homes and the management of a controlled return to nature of areas non-adjacent to existing homes. The residential construction services to be provided will be primarily comprised of minor repair work (such as the repair of fences, resealing properties and patch work). HTFC will coordinate access and contact with any relevant parties. The successful awardee of this RFP (Contractor) shall coordinate and manage those parties within the responsibility of the Contractor, such as subcontractors. Contractor should be prompt and accurate with scheduling and attendance at meetings and for work performance.

PROJECT FUNDING: The Contract resulting from this RFP process shall be funded, in whole or in part, with Federal CDBG-DR grant funds. The Contractor shall be required to comply with the terms and conditions of the grant and applicable Federal, State, and local laws, regulations, and procedures, including, but not limited to, the Uniform Administrative Requirements and Cost Principles, codified at 2 C.F.R. Part 200.

General Federal Grant Requirements (*as applicable*)

As the Contract resulting from this RFP process will be 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. The Respondent shall provide a description

² HTFC reserves the right to award more than one contract.

of experience with such grant requirements and affirmatively represent and certify that the Respondent shall adhere to any applicable federal requirements. Any funds disallowed by any federal government entity shall be disallowed from the fee or compensation to the successful Respondent.

HUD General Provisions

As the Contract resulting from this RFP process will be funded with HUD funds, the Contract shall be governed by certain general HUD terms and conditions, attached hereto as Appendix IV 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 IV, and any subsequent changes made by HUD.

3. Assessment of Practices relating to Diversity and Service-Disabled Veteran Owned Business Enterprises (“SDVOBs”)

HTFC has determined, pursuant to New York State Executive Law Article 15A (Article 15-A) and New York State Executive Law Article 17B (Article 17-B), that the assessment of participation by MWBEs (assessment of participation by MWBEs hereinafter referred to as “Diversity”) and SDVOBs practices of Proposers responding to this RFP is practical, feasible, and appropriate.

3.1 Minority and/or Women Owned Business Enterprise Participation (“Diversity”)

HTFC is committed to awarding contracts to firms that are dedicated to Diversity and provide high-quality services. HTFC strongly encourages firms that are certified by the State as MWBEs to submit responses to this RFP. All MWBE firms submitting proposals to this RFP should be registered as such with the State’s Empire State Development (“ESD”).

3.2 Service-Disabled Veteran-Owned Business Enterprise Participation

HTFC is committed to awarding contracts to SDVOBs that provide high-quality services. HTFC strongly encourages firms that are certified as SDVOBs to submit responses to this RFP. All SDVOB firms submitting proposals to this RFP should be certified with the State’s Office of General Services (OGS).

4. Calendar of Events and Milestones

It is anticipated that the Contract resulting from this RFP process will be awarded based on the below calendar events/dates. HTFC reserves the right to modify the below calendar events/dates at its

discretion. Notification of changes in connection to the calendar events/dates will be posted and made available to all interested parties via HCR’s webpage at: <https://hcr.ny.gov/procurement-opportunities>.

It is the responsibility of the Proposer to check the above referenced webpage regularly for notifications relating to this RFP. HTFC reserves the right to modify the calendar events/dates at its discretion.

CALENDAR OF EVENTS AND MILESTONES

Event	Date
Issuance of RFP	March 20, 2024
Deadline for RFP Questions	March 28, 2024, 12PM Eastern Daylight Time (EDT)
Deadline for Responses to RFP Questions	April 3, 2024,
Proposal Submission Deadline	April 10, 2024, 12PM EDT
Notification for Interview to Selected Proposers (if needed)	To Be Determined
Interview for Selected Proposers (if needed)	To Be Determined
Anticipated Notification of Tentative Selection*	To Be Determined
Anticipated Date for Approval of Contract by Board*	May, 2024
Anticipated Date for execution of Contract	May, 2024

* The HTFC contract resulting from this RFP process will be subject to the approval of the HTFC Board and will also be subject to annual review by the HTFC Board.

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5. Scope of Services

The successful Proposer will provide HTFC with Property Maintenance and Limited-Scope Residential Repair Construction Services. Proposers should have at least five years of prior experience providing expert level advice on CDBG-DR funding regulations and disaster recovery program administration.

5.1 Scope of Services (Scope of Work)

The Scope of Services to be provided may include, but may not be limited to, the following:

- Providing the following Property Maintenance services at the all-inclusive (labor and materials) rates:
 - Landscaping: Provide all labor and equipment necessary for the performance of lawn care, maintenance, and seasonal leaf removal services as directed by the HTFC Project Manager.
 - Snow Removal: Provide all labor and equipment necessary for the removal of snow from the following portions of the properties: public sidewalks and walkways adjacent to the properties, common areas on the properties, and other areas of the properties as are necessary for the safety of passerby and visitors to the properties and/or as directed by the HTFC Project Manager.
 - Pest Control: Provide all labor and equipment necessary for the performance of baiting, trapping, and removal of small pests and vermin from the properties as requested and/or confirmed by HTFC Project Manager.
- Providing all labor and equipment necessary for the performance of Minor Residential Repair/General Contractor (GC) tasks including, but not limited to:
 - Fencing: Removing or adding fencing
 - Handrails: Repairing handrails
 - Sidewalks: Repairing sidewalks
 - Roof: Minor Roof Repair
 - Windows/Holes: Boarding up windows and Patching holes
 - Security: Re-keying/resecuring property (includes labor and materials)
 - Removing/Discarding:
 - Providing 10-yard dumpster, providing labor and disposing of 10-yard dumpster.
 - Removing and discarding of abandoned automobiles, boats, etc. (cost to include all applicable permits, labor, and materials)
 - Removing and discarding of unsound decks, patios, etc. (labor and equipment included)

- Removal of detached garages, sheds, etc. (labor, equipment, materials included)
- Inspecting conditions or events that require immediate attention and/or action. All such issues shall be reported to HTFC as soon as practicable, and within twenty-four (24) hours.
- Verifying the status of vacant properties owned by New York State and notify HTFC of any structures (i.e., foundations, slabs, piers, fences, etc.) that remain on properties which may require more extensive demolition.

5.2 Key Deliverables

Property Maintenance:

- Landscaping: Time-stamped photos of property condition before and after:
 - Lawns mowed and edged
 - Seasonal leaf removal completed
 - Documentation of services performed (e.g., timecards, sign-in/out sheets)
- Snow Removal: Time-stamped photos of property condition before and after:
 - Public sidewalks and walkways cleared
 - Common areas cleared
 - Other designated areas cleared
 - Documentation of services performed (e.g., timecards, sign-in/out sheets)
- Pest Control: Documentation of pest control activities (e.g., type of bait/trap used, location of placement)
 - Records of pest sightings and eradication efforts
- Weekly Reports: Status updates on all ongoing work activities
- Photographic Documentation:
 - Time-stamped photos accurately depicting the condition of the property:
 - Upon arrival
 - Before work commences
 - Upon completion of work

Note: This list is not exhaustive and may be subject to change based on specific project requirements and agreements with the HTFC Project Manager.

Residential Repair:

- Fencing/Handrails/Sidewalks: Photos of removed/added fencing and repaired handrails/sidewalks
- Re-keying/Securing Property: Confirmation of re-keying/securing completion

- Dumpster Services: Receipts for dumpster rental and disposal
- Removal of Unsound Structures: Photos of removed structure(s)
- Detached Garage/Shed Removal: Photos of removed structure(s)
- Roof Repair: Cover and secure open areas on the roof
- Board Window/Patch Holes: Cover and secure open entry areas around the home, board up windows
- Photographic Documentation:
 - Time-stamped photos accurately depicting the condition of the property:
 1. Upon arrival
 2. Before work commences
 3. Upon completion of work
- Supporting Documentation: Timecards, sign-in/out sheets, receipts, permits (as applicable)
- Construction/Maintenance Completion Reports: Notification of work completion with relevant documentation
- Permits: Copies of all required permits pulled before work commenced
- Documentation of all materials, equipment, and labor
- Independent estimates for out-of-scope work

Note: This list is not exhaustive and may be subject to change based on specific project requirements and agreements with the HTFC Project Manager.

6. Contents of Proposals

A complete proposal for this RFP should be comprised of five (5) separate tabs: (i) Tab One: Application Cover Sheet, Cover Letter and Proposal Certification; (ii) Tab Two: Technical Proposal; (iii) Tab Three: RFP Form B: Cost Proposal; (iv) Tab Four: Administrative Proposal; and (v) Tab Five: Diversity, Equal Employment Opportunity (“**EEO**”) and SDVOB Proposal.

The Proposal must be complete and prepared in the format consistent with the instructions provided in this RFP. In all instances, HTFC’s determination regarding a proposal will be final. Proposals not organized in the manner prescribed in this RFP may be considered non-responsive at HTFC’s sole discretion. Proposers should not refer to (i) other parts of the proposal, (ii) to information that may be publicly available elsewhere or (iii) to the Proposer’s or other websites in lieu of answering a specific question.

The Proposer must submit a proposal that clearly provides all the information required in this RFP. The Proposer is advised to thoroughly read and follow all instructions contained in this RFP.

HTFC does not require, nor desire, any promotional material that does not specifically address the response requirements in this RFP. Proposals must demonstrate that the Proposer is qualified to perform the Scope of Work based on eligibility requirements and prior relevant professional experience. The Proposer is required to submit the information and documentation listed below in the order in which it is requested. A proposal that does not include all required information and completed forms may be subject to rejection.

The completed proposal will include Tabs One through Five, as described in the Proposal Submission Instructions section of this RFP. Each Tab must be bookmarked as “Tab 1,” “Tab 2,” “Tab 3,” “Tab 4,” and “Tab 5” and must be presented in the exact order requested in this RFP. The content in Tab 2 must be limited to 15 letter-size pages (single spaced, minimum 12-point font, and at least one-inch margins). The 15-page limit in Tab 2 does not include resumes, organizational chart, graphic charts, diagrams, flow charts, etc. The proposal must include a table of contents that clearly identifies the location of all material within the Proposal Submission by Tab, Section and Page number.

6.1 TAB 1: Proposal Coversheet, Cover Letter & Proposal Certification

The Proposer must submit, as part of its Proposal Submission, the Proposal Coversheet, Cover Letter and Proposal Submission Certification (collectively titled as “Attachment I” of Tab 1) as outlined in this RFP.

6.1.1 Proposal Coversheet

The Proposer shall complete and submit a Proposal Coversheet which contains identifying information for the Proposer’s organization. The Coversheet must be submitted utilizing the template provided in Attachment I.

6.1.2 Cover Letter with Executive Summary (3 pages)

The Proposer’s Cover Letter must (i) be on Proposer letterhead, (ii) not exceed two (2) pages and (iii) include the following items:

- A. The Proposer’s name, address, telephone number, fax number, email address and web site address, if applicable;
- B. The name, title, telephone number, fax number and email address of the individual within the Proposer’s organization who will be HTFC’s primary contact concerning the proposal;

- C. A summary of the Proposer’s organizational history, legal structure (*e.g. corporation, State of incorporation, MWBE and/or SDVOB certification status, etc.*) and include a statement confirming that the vendor is registered to do business in the State of New York; and
- D. The location of the Proposer’s main business office. If there are other locations of the Proposer that may be involved in future projects, identify those other location(s) and include names/telephone numbers/email addresses of contact persons in those locations.

6.1.3 Proposal Certification

Proposer must complete and submit with their Proposal Submission a signed certification (“Proposal Certification”) which affirms that the information contained in the proposal is true and accurate and that the person signing the Proposal Certification is authorized to submit the proposal on behalf of the Proposer. The Proposal Certification must be submitted utilizing the template provided in Attachment I of Tab 1.

6.2 TAB 2: Technical Proposal (15-page limit)

This section of the RFP provides instructions to Proposers regarding information that is to be included in the Technical Proposal. Proposals must be complete, factual and as detailed as necessary to allow HTFC to adequately evaluate capabilities and experience.

The purpose of the Technical Proposal is to provide the Proposer an opportunity to demonstrate its qualifications, experience, competence and capacity to undertake the services described in the Scope of Services section of this RFP, in a manner which complies with the requirements of this RFP. Proposals must specifically detail a Proposer’s qualifications and experience in providing the services sought by HTFC. The Technical Proposal may not exceed the 15-page limit (excluding resumes, charts, flow charts, etc.). The Technical Proposal must include responses to the items listed below.

6.2.1 Experience, Qualifications and Capacity

“Relevant experience” is defined as current or prior contractual engagements, within the past five (5) years, where the Proposer is or has provided expert level advice on CDBG-DR funding regulations and disaster recovery program administration.

An “engagement” is defined as a single, previous (*within the past 5 years*) or current contract (*including contract renewals, if any*) to perform services.

Proposer to provide the items listed below.

1. Proposer background information:

- a. Description of the organization;
 - b. Length of time that Proposer is providing Property Maintenance and Residential Construction Services for tasks indicated in the Scope of Services section of this RFP;
 - c. Brief overview of Proposer's proposed services;
 - d. Proposer shall provide a description of experience with OMB's applicable circulars and affirmatively represent and certify that the Proposer will adhere to any applicable federal requirements;
 - e. Proposer 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 IV, and any subsequent changes made by HUD; and
 - f. Awards and/or recognition that Proposer has received.
2. A description of Proposer's demonstrated experience in providing Property Maintenance and Residential Construction Services, for the tasks indicated in the Scope of Services section of this RFP with entities comparable to New York State that Proposer provides, or has provided, within the last five (5) years. The description must detail at least three (3), but not more than five (5), similar engagements with private/public sector clients of similar size and complexity to HTFC that demonstrates direct experience with the Scope of Services to be provided in this RFP.

Each Client Engagement should include:

- a. Name of client organization;
- b. Description of the engagement and project objectives, including start and end dates, relevance of the engagement to the Scope of Services in this RFP and the total cost for the engagement;
- c. Information regarding the project that demonstrates successes experienced by the client as a result of the Proposer's recommendations (this may include performance metrics and improvements);
- d. Contact information for the client organization, including current and working contact information that includes the address, telephone number and email address; and
- e. If a subcontractor(s)/subconsultant(s) was used for this engagement, describe the role(s) and the percentage of work assigned to the subcontractor(s)/subconsultant(s).

A paragraph should accompany each engagement describing the Proposer's role on the relevant project(s) as well as any other contextual information.

3. Names of the principals and other key staff who would be responsible for HTFC matters and a description of the relevant qualifications and experience of each principal/key staff member. In addition, provide a (1) functional organizational chart of full-time staff proposed

for the Scope of Services indicated in the Scope of Services section of this RFP and (2) resumes that indicate the qualifications, experience and education requirements of principal/key staff, including length of employment and history of these proposed individuals (organizational chart and resumes not included in the 15-page limit).

4. Provide a summary of Proposer's capacity to perform the scope of work indicated in the Scope of Services section of this RFP. The summary must clearly identify the (a) ability to provide sufficient capacity for the efficient and timely implementation of the tasks indicated in Scope of Services section of this RFP, (b) administration of the work, and (c) ability to ramp up quickly.

6.2.2 Proposal Narrative

The Proposer must provide a detailed written Narrative that includes the items listed below.

1. Procedures to ensure compliance with federal and/or State requirements, where applicable, including, but not limited to, ability to safeguard HTFC information.
2. A plan for communication and measuring contract performance.
3. A brief description of relevant experience with the public sector, if any. Such experience is preferred but not required.
4. Any tasks listed in the Scope of Services section of the RFP that the Proposer is **NOT** capable of providing.
5. The required lead-time the Proposer would need to begin an engagement after contract award is made.
6. A description of best practices utilized by the Proposer for providing the Scope of Services indicated in this RFP.
7. A list of any monitoring issues, audit findings, or findings of contract nonperformance related to the work as determined by either the contracting entity or a federal, state or local entity providing oversight within the last five years.

6.2.3 References

Include at least three (3) references for the Proposer and for its partners and subcontractors/sub-consultants, if any, that can speak with authority for Proposer's Client Engagements listed in this

Section. Each reference should include the name, title, company, address, phone number and email address of the reference, and a summary of the relationship between the reference and the Proposer.

HTFC is not responsible for the lack of responsiveness of the references listed by Proposer, and HTFC is not required to alert Proposer of a reference's unresponsiveness. Inability to contact references will not be looked upon favorably. In addition, HTFC reserves the right to contact other sources not necessarily identified in the submission to obtain information about Proposers.

List of references to include references other than HTFC references.

6.3 TAB 3: Cost Proposal

In a separate "Tab 3," provide information concerning fees, in the attached Cost Proposal template, Attachment II, including:

1. Hourly rates, total hours per week required by the vendor estimated on the basis that routine property maintenance will be required on a biweekly cadence at each of the 31 properties.
2. Hourly and/or per property/item rates for General Contracting services that may be required on an as-needed basis.
3. Any reduced fees or governmental discounts; and
4. Any measures proposed by Proposer to reduce costs to HTFC.

HTFC reserves the right to negotiate a lower or different fee structure with the successful Proposer. Fees should be inclusive of all out-of-pocket expense including, but not limited to, travel.

Note that fees will be fixed for over the possible five-year term of the contract (i.e., three-year contract term with optional two one-year renewals).

6.4 TAB 4: Administrative Proposal

Proposers are subject to the requirements indicated in HTFC's [*Standard Clauses and Requirements for Solicitations*](#), hyperlinked herein as Exhibit A. Such requirements include, but are not limited to, submission of the following information and forms: (a) [*Vendor Information FORM*](#); (b) [*Lobbying Procurement Law FORM 1 and Lobbying Procurement Law FORM 2*](#) ; (c) [*Non-Collusive Bidding Certification FORM*](#); (d) [*Vendor Responsibility Questionnaire for For-Profit Business Entity*](#) or [*Vendor Responsibility Questionnaire for Not for Profit Business Entity*](#); (e) [*Vendor Assurance of No Conflict of Interest and Detrimental Effect*](#); (f) [*Executive Order #16 – Prohibiting Contracting with Businesses Conducting Business in Russia*](#); and (g) [*HUD 2516 Form for Contract and Subcontract Activity*](#).

In addition to completion of the forms hyperlinked in the paragraph above, Proposers must provide all other information indicated in this Section for Tab 4.

6.4.1 Financial Capacity

The Proposer must provide the last two years of their company's most recent tax returns or, if available, audited financial statements.

6.4.2 Licenses, Certifications and other Credentials

The Proposer must respond affirmatively that it, and its subcontractors (if any), will have, prior to commencement of work under the contract resulting from this RFP, all necessary licenses, certifications, approvals, and other needed credentials to perform the Scope of Work in the RFP, if applicable.

6.4.3 Insurance Requirements

- (i) Minimum Insurance Requirements. *(required prior to contract execution)*

The successful Proposer(s) ("Contractor(s)") is required to provide and maintain, at its sole cost and expense, the required insurance coverage, at the minimum limits specified herein, during the term of the contract and for two years after completion of work. All required insurance policies must be maintained with insurance companies licensed within the State of New York and holding an AM Best rating of no less than A- VIII. In addition, companies writing insurance intended to comply with the requirements should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. HTFC may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York ("ELANY") affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Contractor shall deliver to HTFC evidence of the insurance required by the Contract resulting from this RFP process in a form satisfactory to HTFC. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by HTFC does not, and shall not be construed to relieve the Contractor of any obligations, responsibilities or liabilities under the resulting Contract. The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

The Contractor shall provide HTFC with a Certificate or Certificates of Insurance, in a form satisfactory to HTFC as follows: certificates shall name the Housing Trust Fund Corporation and its Affiliates (*New York State Housing Finance Agency, State of New York Mortgage Agency, New York State Affordable Housing Corporation, State of New York Municipal Bond Bank Agency and Tobacco Settlement Financing Corporation*), 38-40 State Street, Albany, NY 12207, as the certificate holder. Within 30 business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide HTFC with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of the Contract resulting from this RFP process.

Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from HTFC. Such approval shall not be unreasonably withheld, conditioned or delayed. Contractor shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program including, but not limited to, information regarding the use of a third-party administrator, shall be provided upon request.

Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required herein and maintain the same in force during the term of any work performed by that Subcontractor, unless otherwise approved by HTFC. HTFC reserves the right to set minimum insurance limits in any subcontracting agreement between the Primary Contractor and its subcontractor(s). An Additional Insured Endorsement CG 20 38 04 13 (*or the equivalent*) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and shall be provided to HTFC upon request. For Subcontractors that are self-insured, the Subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Subcontractor would have been required to pursuant to this section had the Subcontractor obtained such insurance policies.

Commercial general liability and business automobile insurance policies shall provide that the required coverage be primary and non-contributory to other insurance available to HTFC and its officers, agents, and employees. Any other insurance maintained by HTFC and its officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

For the Commercial general liability, business automobile liability, and workers' compensation insurance required below, the Contractor shall cause to be included in its policies insuring against loss, a waiver of the insurer's right of subrogation against HTFC and its officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived

before the casualty, the right of recovery against HTFC and its officers, agents, and employees or (ii) any other form of permission for the release of HTFC and its officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in the Contract resulting from this RFP process shall be delivered to HTFC. If, at any time during the term of the Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract, or proof thereof is not provided to HTFC, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by HTFC.

The Contractor must furnish to HTFC evidence of the insurance requirements indicated below prior to execution of the awarded Contract. Contractors shall obtain and maintain in full force and effect, throughout the term of the Contract(s), at their own expense, the following insurance with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater. HTFC reserves the right to modify these insurance requirements.

- 1.1.1 *Commercial General Liability Insurance*, including Contractual Liability of liability of no less than One Million U.S. Dollars (\$1,000,000) per occurrence, Two Million Dollars U.S. Dollars (\$2,000,000) aggregate and Products and Completed Operations. The limits of liability may be provided in a combination of a Commercial General Liability policy and Umbrella Liability policy, which is written on a no less than follow form basis. The policy should be written on the current edition of ISO occurrence form CG 00 01, or its equivalent, and must not include any exclusions or limitations other than those incorporated in the standard form.

The Contractor shall include coverage for on-going work and operations naming as additional insureds (*via ISO coverage forms CG 20 10 04 13 or CG 20 38 04 13, or a form or forms that provide equivalent coverage*): the Housing Trust Fund Corporation and their officers, agents and employees. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. A self-insured Contractor shall be obligated to defend and indemnify the above-named additional insured, in the same manner that the Contractor would have been required had the Contractor obtained such insurance policies.

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;

Blanket contractual liability, including tort liability of another assumed in a contract;

- Defense and/or indemnification obligations, including obligations assumed the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by the Contract.

1.1.2 Professional Errors and Omissions for no less than One Million U.S. Dollars (\$1,000,000) for each claim and Two Million U.S. Dollars (\$2,000,000) in the aggregate. The coverage must include the following:

- Insure loss arising from any claim or claims made arising out of the scope of services during the policy period by reason of any covered error, omission or negligent act committed in the conduct of the insured's professional business during the policy period;
- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under the Contract resulting from this RFP process is completed; Written proof of this extended reporting period must be provided to HTFC prior to the policy's expiration or cancellation; and
- The policy shall cover professional misconduct or lack of ordinary skill for the positions defined in the scope of services of the Contract resulting from this RFP process.

This policy requirement applies to both primary and excess liability policies, as applicable.

1.1.3 Automobile Liability, such insurance shall cover liability arising out of an automobile used in connection with performance under the Contract including owned, leased, hired and non-owned automobiles bearing, or under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear license plates in the amount not less than One Million U.S. Dollars (\$1,000,000) per accident.

1.1.4 Workers' Compensation and Disability Benefits - Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and State

entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid/Proposal or any contract renewal. A Bidder/Proposer will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to HTFC. Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to HTFC at the time of Bid/Proposer submission, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- CE-200 – Certificate of Attestation for New York Entities with No Employees and Certain Out-of-State Entities that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; or
- C-105.2 – Certificate of Workers' Compensation Insurance (or U-26.3 if insured through the State Insurance Fund); or
- SI-12 – Certificate of Workers' Compensation Self-Insurance (or GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
- Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- CE-200 – Certificate of Attestation for New York Entities with No Employees and Certain Out-of-State Entities that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required; or
- DB-120.1 – Certificate of Disability Benefits Insurance; or
- DB-155 – Certificate of Disability Benefits Self-Insurance.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website at

<http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf> .

1.1.5 Data Breach and Privacy/Cyber Liability Insurance, in an amount not less than One Million U.S. Dollars (\$1,000,000) each claim, Contractor is required to maintain coverage during the term of the Contract(s) and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems due to the actions of the Contractor which results in unauthorized access of the data. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies.

Said insurance shall provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Personally identifiable nonpublic information (*e.g., medical, financial, or personal in nature in electronic or non-electronic form*);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of customer's property including, but not limited to, money and securities.

If the policy is written on a claims made basis, the Contractor must submit to HTFC an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

6.5 TAB 5: Diversity and SDVOB Proposal

Proposers that are certified in NYS as an MBE, a WBE, an MWBE and/or a SDVOB should attach evidence of NYS certification and submit the following information and forms, hyperlinked herein: (a) [EEO Staffing Plan, PROC-1](#); (b) [MWBE & EEO Policy Statement, PROC-4](#); (c) [Company Demographic Profile PROC-7](#); and (d) [EEOC Statement, PROC-8](#), applicable to Proposers with 15 or more employees.

7. Proposal Submission Instructions

A complete proposal for this RFP is comprised of five (5) separate tabs: (i) Tab One: Application Coversheet, Cover Letter and Proposal Certification (*includes completion of Attachment D*); (ii) Tab

Two: Technical Proposal; (iii) Tab Three: Cost Proposal; (iv) Tab Four: Administrative Proposal; and (v) Tab Five: Diversity and SDVOB Proposal.

Electronic Proposal Submissions must be bookmarked and submitted by email, in two parts, by the Proposal Submission Deadline indicated in the Calendar of Events and Milestones section of this RFP to ContractUnitInfo@hcr.ny.gov, in searchable Portable Document Format (“PDF”) compatible with Adobe Reader XI, version 11.0.4. HTFC will not accept discs, flash drives or FTP file references that require HTFC to download information from the Proposer’s, or third party’s website. If the file is large, it may be submitted in multiple email attachments, with the proper Part One or Part Two label (if applicable) and “1 of X”, “2 of X”, etc., and the last email as “X of X – Final” for each additional email. This is the only acceptable form of e-delivery.

Electronic versions of each Proposal Submission must be broken down and labeled as separate attachments as indicated below:

- A. **Part I** shall include **three attachments, Tab 1, 2 and 3** of the proposal, and the subject line of the email for this section must be labeled: **“2024 Property Maintenance and Residential Repair – Part I, Tabs 1, 2 and 3”**.
- B. **Part II** shall include **two attachments, Tab 4 and 5** of the proposal, and the subject line of the email for this section must be labeled: **“2024 Property Maintenance and Residential Repair – Part II, Tabs 4 and 5”**.

Any proposal received after the Proposal Submission Deadline indicated in the Calendar of Events and Milestones section of this RFP may not be considered for award. The Proposer submitting a proposal assumes all risks associated with delivery. The determination of whether any proposal was received on time is at the sole discretion of HTFC. All proposals and accompanying documentation become the property of HTFC and will not be returned. HTFC reserves the right to use any portion of the Proposer’s proposal not specifically noted as proprietary.

8. Proposer Inquiries and Revisions to this RFP

Questions or requests for clarification regarding this RFP should be submitted via email, citing the RFP page and section, to ContractUnitInfo@hcr.ny.gov on or before the specified Deadline for RFP Questions cited in the Calendar of Events and Milestones section of this RFP.

Questions will not be accepted orally, and any question received after the deadline may not be answered. The comprehensive list of questions/requests for clarifications and the official HTFC responses will be posted to HCR’s website.

In the event that it becomes necessary to clarify or revise this RFP, HTFC reserves the right to modify any part of this RFP including, but not limited to, the date and time by which proposals must be submitted to and received by HTFC, at any time prior to the Deadline for Submission of Proposals indicated in the *Calendar of Events and Milestones section of this RFP*, with such clarification or revision to be made by addendum and posted to HCR's website at <https://hcr.ny.gov/procurement-opportunities>. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP process.

Furthermore, a Proposer who discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, should immediately notify HTFC of such error and request clarification or modification to the document. Any HTFC modification to the RFP, prior to the deadline for submission of proposals, shall be made by addendum.

If a Proposer fails to notify HTFC of a known error or an error that reasonably should have been known, prior to the Proposal Submission Deadline date, the Proposer shall assume the risk. If awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its late correction.

There are no designated dates for release of addenda. Interested Proposers should check HCR's website on a daily basis from the time of RFP issuance through the Proposal Submission Deadline date for updates to the RFP. It is the sole responsibility of the Proposer to be knowledgeable of all addenda related to this RFP process.

9. Evaluation and Selection Process

It is the intent of the Agency to award one contract to the successful Proposer of this RFP process. Upon notification of selection, the tentative awardee must provide the Agency with evidence of the Minimum Insurance Requirements outlined in this RFP.

The evaluation process will begin with the review and evaluation of each of the written proposals based on the "best value" concept (i.e., a proposal which "optimizes quality, cost and efficiency"). Proposals will be evaluated based on the following criteria:

- Demonstrated experience and ability to provide the services in the Scope of Work;
- Demonstrated competence, knowledge and technical expertise and capacity to perform the services in the Scope of Work;
- Cost effectiveness;
- Presence of an office in the State of New York;
- Diversity and commitment to equal employment opportunity and MWBE and SDVOB participation/programs;

- Avoidance of any potential conflict of interest or appearance of impropriety and policies designed to ensure the avoidance of such conflicts in the future;
- Compliance with State and Federal laws, regulations, procedures, etc.
- Financial stability;
- Overall completeness of all information provided in the proposal; and
- Interviews to clarify or expand on the RFP response (to be conducted at the discretion of the HTFC).

9.1 Interviews

HTFC reserves the right to determine whether interviews will be necessary and the number of firms to be interviewed. If HTFC deems interviews necessary, selected Firms will be notified. The Proposer's primary staff person who would be responsible for HTFC's relationship with the Proposer, as well as other key personnel proposed to provide services, including its subcontractor's primary staff person, must be present and participate in the interview. No more than four (4) representatives of any firm may participate in interviews. The purpose of the interview is to further document the Proposer's ability to provide the required services, and to impart to HTFC an understanding of how specific services will be furnished. The interview will be evaluated on the basis of whether it substantiates the characteristics and attributes claimed by the Proposer in its written response to this RFP and any other information requested by HTFC prior to the interview.

HTFC reserves the right to negotiate or hold discussions with any Proposer.

10. Notification of Selection

The selected Proposer will be notified via U.S. mail or email. Proposers who are not selected will be notified of HTFC's determination via U.S. mail or email.

11. Contract Award

The term of the contract resulting from this RFP process is anticipated to be for a three-year period, with two optional one-year renewals, with contract and renewal(s) subject to approval by the HTFC Board of Directors. HTFC, at its discretion, may exercise its option to modify any provision in the contract including, but not limited to, the scope of services and compensation, on an as-needed basis, with the mutual written consent of the contracting parties. Any contract that exceeds a five-year period will require the affirmative concurrence of HTFC's Board to extend the contract beyond the five-year period without undergoing a new solicitation process.

Prior written approval must be received from HTFC for the use of any subcontractor(s), including substitution and/or change in existing subcontractor(s). The subcontract(s) between the Proposer and its subcontractor(s) must receive written approval by HTFC. The sections relating to the scope of services and compensation in the subcontracting agreement must be well-defined.

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Proposal Checklist

CHECKLIST OF ITEMS TO BE RETURNED WITH YOUR PROPOSAL SUBMISSION:

- TAB 1 – Proposal Coversheet, Cover Letter & Certification, attached hereto as Attachment I
- TAB 2 – Technical Proposal as outlined in Section 6.2 of this RFP
- TAB 3 – Cost Proposal, Attachment II
- TAB 4 - Administrative Proposal
 - [Non-Collusive Bidding Certification Form](#)
 - [Vendor Information Form](#)
 - [Procurement Lobbying Form 1](#) and [Procurement Lobbying Form 2](#)
 - [Vendor Responsibility Questionnaire - For-Profit Business Entity or Not-for-Profit Entity](#)
 - Financial Statements or Tax Returns
 - [Vendor Assurance of No Conflict of Interest and Detrimental Effect](#)
 - [Certification Prohibiting State Agencies & Authorities from Contracting with Businesses Conducting Business in Russia under NYS Executive Order No. 16](#)
 - [HUD 2516 Form for Contract and Subcontract Activity](#)
- TAB 5 – Diversity and SDVOB Proposal
 - [EEO Staffing Plan, PROC-1](#)
 - [MWBE & EEO Policy Statement, PROC-4](#)
 - [Company Demographic Profile, PROC-7](#)
 - [EEOC Statement, PROC-8](#)

Schedule of RFP Appendices

- Appendix I [Standard Clauses for Contracts with HTFC](#)
- Appendix II [HTFC's Requirements and Procedures for Contract Participation by Minority Group Members and Women](#)
- Appendix IV [HUD's General Provisions](#)

Schedule of Attachments

- Attachment I Proposal Coversheet, Cover Letter & Certification
- Attachment II Cost Proposal

Attachment I: Proposal Coversheet

Proposal Coversheet

Attach this form to the top of your Proposal Submission.

ALL PROPOSAL SUBMISSIONS MUST BE ELECTRONICALLY MAILED TO THE E-MAIL ADDRESS SPECIFIED IN THE PROPOSAL SUBMISSION INSTRUCTION SECTION OF THE RFP.

GENERAL INFORMATION ON FIRM:

Legal Name of Firm:

Firm's Mailing Address:

Firm's Website:

Firm's Main Telephone Number (including area code):

Federal Tax ID Number:

Data Universal Numbering System Number (DUNS) (if applicable):

SEC CIK Number (if applicable):

Statewide Financial System (SFS) Vendor ID Number (if applicable):

MWBE Registration Number (if applicable):

Indicate name(s) of MWBE subcontractor(s) (if applicable):

Service-Disabled Veteran-Owned Business (SDVOB) Control / Registration Number (if applicable):

Indicate name(s) of SDVOB subcontractor(s) (if applicable):

MAIN CONTACT INFORMATION FOR THIS PROPOSAL:

Please list the individual that will be the main contact *regarding this proposal*:

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

PRINCIPAL IN CHARGE:

Please list the primary staff person(s) who will provide services to the Agency. Attach additional sheets if necessary.

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

ADDITIONAL CONTACTS (if applicable):

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

Contact Name:

Contact Telephone Number (including area code):

Contact E-mail Address:

Contact Facsimile Number (including area code):

Proposal Certification

The Proposal Submission must be fully and properly executed by an authorized person. By signing this Proposal Certification you certify your express authority to sign on behalf of the Proposer and acceptance of the terms included in (i) this RFP, (ii) Appendix I (Standard Clauses For New York State Contracts with HTFC), (iii) Appendix II (Participation by Minority Group Members and Women Requirements and Procedures with Contracts for HTFC), (iv) Appendix IV (HUD’s General Provisions) and (v) State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided in the proposal is complete, true and accurate. By signing this Proposal Certification, the Proposer affirms that it understands and agrees to comply with Agency procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Additional information may be accessed at:

<https://ogs.ny.gov/rules-and-regulations>

Legal Business Name of Proposer:	D/B/A Name of Proposer:
Federal Tax Identification Number:	New York State Identification Number:
Printed or Typed Name of Authorized Firm Signatory:	Proposer Signature:
Title:	Date:

Attachment II: Cost Proposal

Housing Trust Fund Corporation REQUEST FOR PROPOSALS FOR PROPERTY MAINTENANCE SERVICES AND LIMITED-SCOPE RESIDENTIAL REPAIR CONSTRUCTION

Costs should be estimated on the basis that routine property maintenance will be required on a biweekly cadence at each of the 31 properties

Scope	Hourly Rate	Total Hours (Per Week)	# of Weeks	Total Annual Cost
Landscaping per property			X26	

The below tasks will be requested on an as needed basis

Scope	Details	Unit	Unit/Rate
Snow Removal	Salting and snow removal Labor + equipment included in hourly rate	Hourly	
Pest Control	Pest remediation, trapping, bating, removal	Per Property	
Re-Key	Re-Key property, securing entry	Per Occurrence	
Dumpster	Providing and then disposing of a 10-yard dumpster	Per Dumpster	
General Contracting (GC)	<p>Labor tasks shall be approved by RHC prior to work commencing. This can be inclusive of removal of items abandoned on the property, boarding up windows, handrail or sidewalk repair, removal, or addition of fencing, etc.)</p> <p><i>*This Scope is for labor hours only</i></p> <p><i>**Allowance for equipment and material will be determined when work is issued and will be covered as a reimbursable</i></p>	Hourly	

Provide any reduced fees or governmental discounts. _____

Provide any measures proposed by Proposer to reduce costs to HTFC.

Name of Firm: _____
Name of Firm's Authorized Signatory: _____
Title of Firm's Authorized Signatory: _____
Signature of Firm's Authorized Signatory: _____
Date: _____