

REQUEST FOR PRPOSAL
FOR
COHOES HOUSING AUTHORITY

Laundry Service

Release Date: **May 3rd, 2019**

Proposal Submission Date and Time:
May 24th, 2019

Solicitation #: 2019-02

TABLE OF CONTENTS:

Section I	General Terms and Conditions
Section II	Scope of Work
Section III	Evaluation Factors
Section IV	Proposal Format and Instructions
Section V	Proposal Submittal

ATTACHMENTS: (Complete attachments where applicable and returned with proposal)

- A. Equipment Specifications
- B. Organizational Plan
- C. Previous Experience
- D. Commission Percentage
- E. Certifications and Representations of Offerors (form HUD-5369-C)
- F. Instructions to offerors – Non-Construction (form HUD 5369-B)

AMENDMENTS: If it becomes necessary to amend this RFP, amendments will be posted at <http://cohoeshousing.org/>. It is the responsibility of the offeror to check this website throughout the open RFP period. Offeror shall acknowledge receipt of any amendments to this solicitation as defined in Section 3 of the Attachment-C, Instruction to Offerors – Non-Construction (form HUD 5369B). The Authority will not be responsible for incorrect proposals due to Offeror's noncompliance with amendments

RFP – GENERAL INFORMATION

Cohoes Housing Authority Contact	Dan Rigney, Modernization Coordinator Phone: (518)235-4500 E-Mail: drigney@cohoeshousing.org
How to Obtain RFP Documents	Available on <u>Friday, May 3rd, 2019</u> Picked up at: Cohoes Housing Authority 100 Manor Sites, Cohoes, NY 12047
How to Obtain RFP Documents on Our Website	Access: http://cohoeshousing.org/ Click Notices and then Notice to Bidder on Drop down.
Pre-Proposal Conference	Date: <u>Friday, May 17th Time: 2:00 pm</u> Cohoes Housing Authority 100 Manor Sites, Cohoes, NY 12047
Question Deadline	Written questions on this RFP shall be directed to drigney@cohoeshousing.org no later than 3:00pm on <u>Thursday, May 20th, 2019</u>
Proposal Submittal Return and Deadline	Date: <u>Friday, May 24th, 2019 Time: 3:00pm</u> To: Cohoes Housing Authority 100 Manor Sites, Cohoes, NY 12047 The hard copy proposal must be received in-hand and time stamped by Cohoes Housing Authority no later than the posted date and time.
Anticipated Approval by Cohoes Housing Authority Board of Commissioners	Date: <u>May 28st, 2019</u>

SECTION I – GENERAL TERMS AND CONDITIONS

1.1 SUMMARY OF STATEMENT

The Cohoes Housing Authority of the city of Cohoes, hereinafter referred to as “Authority”, is seeking a qualified service provider to install and maintain efficient, reliable, water and energy-saving clothes washing machines and dryers for use by residents of the Authority. All equipment must be Energy Star certified.

The intent of this Request for Proposal (RFP) is to award a contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

The Authority was created by the New York State Legislature and was validated under the provisions of Article 5 of the former state housing law (refer to Section 405 of the New York State Public Housing Law). The Authority’s jurisdiction includes the City of Cohoes, and the central office is located at 100 Manor Site, Cohoes, NY 12047. The Authority is federally subsidized by the U.S. Department of Housing and Urban Development (HUD) to provide decent, safe, sanitary and affordable housing to low and moderate-income families. The Authority is regulated by the Housing Act of 1937 as amended, and regulations promulgated pursuant thereto, and applicable laws of the State of New York.

1.2 PRE-PROPOSAL CONFERENCE

The scheduled pre-proposal conference will be held on **Friday, May 17th, at 2:00pm**, located at the Authority administrative building at 100 Manor Sites, Cohoes, NY 12047. The conference is optional, not mandatory. The purpose of this conference is to conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the Authority requires that some such questions are delivered in writing prior to a response. Attendees should bring a copy of the RFP documents to this conference. The Authority will not distribute any copies of the RFP documents at this conference. A tour of Manor Sites laundry room will be offered as part of this conference. It is the responsibility of the proposer to acquaint themselves with the conditions under which the service will be performed. Failure to attend will in no way relieve the contractor of any responsibility imposed by the RFP and subsequent contract.

1.3 PROCUREMENT METHOD

This contract will be awarded in accordance with the Competitive Proposal procurement method per the Authority’s Procurement Policy. The intent of this RFP is to award a

contract to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

1.4 CONTRACT DURATION

The Authority is looking to compare proposed commissions based on contract duration. Please provide a proposal for each of the following terms.

- Period of Five (5) Years.
- Five (5) Year period with an optional Two (2) additional Years.
- Period of Seven (7) Years.
- Period of Ten (10) Years.

1.5 INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties, hereto that the Authority is contracting with the successful bidder as an independent contractor. The parties hereto understand and agree that the Authority shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful bidder under this contract and that the successful bidder has no authority to bind the Authority.

1.6 CONTRACTOR RESPONSIBILITY

Procurements shall be conducted only with responsible parties, i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-Procurement programs published by the U.S. General Services Administration), compliance with public policy, record or past performance (including contacting previous clients of the contractor, such as Authorities), and have all applicable licenses and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be advised of the reasons for the determination.

Contracts shall not be awarded to debarred, suspended or ineligible contractors. Contractors may be suspended, debarred, or determined ineligible by HUD in accordance with HUD regulations (24 CFR Part 24) when necessary to protect the Authority in its business dealings.

1.7 CONDITIONS FOR SUBCONTRACTING AND APPROVALS

The Contractor may not subcontract any portion of the services provided under this RFP without obtaining the prior written approval of the Authority, which approval the Authority may withhold or condition in its sole and absolute subjective discretion. The

Authority shall not be responsible for the fulfillment of the contractor's obligations to their subcontractor.

1.8 MANDATORY CONTRACTUAL TERMS

By submitting a proposal in response to this RFP, a bidder, if selected for award, shall be deemed to have accepted the terms of this RFP, and any revision thereto, and this RFP shall be made a part of the engagement contract with the successful bidder.

1.9 INDEMNITY

Contractor covenants and agrees to fully indemnify and hold harmless the Authority and elected officials, employees, officers, directors, and representatives of the Authority, individually or collectively, from and against any and all cost, claim, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the Authority, directly or indirectly arising out of resulting from or related to contractor's activities under this contract, including any acts or omissions of contractor, any agent, officer, director, representative. Employee, consultant or subcontractor of contractor, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this contract, all without, however, waiving any governmental immunity available to the Authority under New York State law and without waiving any defenses of the parties under New York State law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the Authority in writing of any claim or demand against the Authority or contractor known to contractor related to or arising out of contractor's activities under this contract and shall see to the investigation and defense of such claim or demand at contractor's cost. The Authority shall have the right, at its option and at its own expense, to participate in such defense without relieving contractor of any of its obligations under this paragraph.

It is the express intent of the parties to this contract, that the indemnity provided for in this section, is an indemnity extended by contractor to indemnify, protect and hold harmless the Authority from consequences of the Authority's own negligence, provided however, that the indemnity provided for in this section shall apply only when the negligent act of the Authority is contributory cause of the resulting injury, death, or damage, and shall have no application when the negligent act of the Authority is the sole cause of the resultant, injury, death, or damage. Contractor further agrees to defend, at its own expense and on behalf of the Authority and in the name of the Authority, any claim or litigation brought against the Authority and its elected officials,

employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this indemnity shall apply, as set forth above.

1.10 PROFESSIONAL LIABILITY AND WORKERS COMPENSATION INSURANCE

Prior to the commencement of any work, contractor shall furnish copies of all required endorsements and an original completed certificate(s) of insurance to the Authority, which shall be clearly labeled "Laundry Services." The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Authority will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed with copies of all applicable endorsements, directly from the insurer's authorized representative to the Authority. The Authority shall have no duty to pay or perform under this Contract until such certificate and endorsements have been received and approved by the Authority. No officer or employee shall have authority to waive this requirement. The contractor shall provide the Authority with current certificates of insurance for all coverage required by the terms of this contract, naming the Cohoes Housing Authority and the U.S. Department of Housing and Urban Development as Additional Insured.

The Authority reserves the right to review the insurance requirements of this Article during the effective period of this contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by Authority's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract. In no instance will the Authority allow modification whereupon the Authority may incur increased risk.

A Contractor's financial integrity is of interest to the Authority; therefore, subject to contractor's right to maintain reasonable deductibles in such amounts as are approved by the Authority, contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of New York and with an A.M. Best rating of no less than A-(CII), in the following types and for an amount not less than the amount listed:

Type	Amount
Workers Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000

<p>Commercial General (public) Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability 	<p>For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella Excess Liability Coverage.</p> <p>(f) \$50,000</p>
<p>Business Automobile Liability</p> <ul style="list-style-type: none"> a. Owned/leased Vehicles b. Non-owned Vehicles c. Hired Vehicles 	<p>Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence.</p>

The Authority shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the Authority, and may require the deletion, revision, or modifications of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Contractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the Authority at the address listed below within 10 days of the requested change. Contractor shall pay any cost incurred resulting for said changes.

Contractor agrees that with respect to the above required insurance policies are to contain or be endorsed to contain the following required provisions:

- Name the authority and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Authority, with the exception of workers compensation and professional liability policies.
- Provide thirty (30) calendar days advance written notice directly to the Authority of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Contractor shall provide a replacement Certification of insurance and applicable endorsements to the Authority. The Authority shall have the option to suspend contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

Nothing herein contained shall be construed a limiting in any way the extent which contractor may be held responsible for payments of damages to persons or property resulting from contractor's or its subcontractors' performance of the work covered under this agreement.

It is agreed that contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the Authority for liability arising out of operations under this contract.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

1.11 PAYMENT TERMS

Payment of commission to the Authority shall be based on monthly statements of gross income prepared by the service provider and submitted on a quarterly basis with the payments. The service provider is responsible for verifying the accuracy of the collections and statements.

The Service Provider shall maintain an accurate and complete account of all receipts and supply any records associated with this account upon the Authority's written request.

1.12 SECTION 3

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or

knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

SECTION II – SCOPE OF WORK

2.1 SCOPE OF WORK

The Authority is seeking a qualified service provider to install and maintain efficient, reliable, water and energy –saving card-reader (no coin) clothes washing machines and dryers for Authority residents and to maintain the equipment.

2.2 GENERAL REQUIREMENTS

The successful proposer shall coordinate removal and replacement of the existing equipment, and install all new dryers and ENERGY STAR-rated washers, all at the service provider’s expense. Washers and dryers shall have varied cycles. Such equipment shall be connected to existing electric, water and sewer lines serving the community laundry rooms in which the equipment is to be installed. The successful proposer shall pay the Authority an agreed-upon commission of the gross income from the operations of said equipment. A commission price for the machines shall be submitted in the proposal.

2.3 WASHER/DRYER EQUIPMENT LIST AND LOCATIONS

Development Address	Equipment	Quantity	Vend\$/Cycle
Saratoga Sites 71 Saratoga Sites Cohoes, NY 12047	Washer/Dryer (Stacked):	7	\$1.50(Wash)/\$1.25(Dry)
	Dryer/Dryer (Stacked):	1	\$1.25
Roulier Heights 51 Roulier Heights Cohoes, NY 12047	Washer/Dryer (Stacked):	4	\$1.50(Wash)/\$1.25(Dry)
	Dryer/Dryer (Stacked):	1	\$1.25
Manor Sites 100 Manor Sites Cohoes, NY 12047	Washers:	4	\$1.50
	Dryer/Dryer (Stacked):	4	\$1.25
Dr. J. McDonald Towers 19 Remsen St Cohoes, NY 12047	Washer/Dryer (Stacked):	5	\$1.50(Wash)/\$1.25(Dry)
	Dryer/Dryer (Stacked):	1	\$1.25
Totals	Washers:	4	
	Washer/Dryer (Stacked):	16	
	Dryer/Dryer (Stacked):	7	

2.4 CARD OPERATED PAYMENT SYSTEM EQUIPMENT AND LOCATIONS

One Card Value Center to be installed at each of the above listed properties laundry rooms, totaling four (4) Value Centers. This value center will dispense cards to operate the card-operated payments systems installed on the washer/dryer equipment. The cards will be refillable at a card Value Center, which will accept both cash and charge cards to add value to the resident’s cards.

2.5 WASHER/DRYER EQUIPMENT DESCRIPTION

The Authority currently has 14 Stacked Washer/Dryer units, 4 Top Load Washers, and 5 Staked Dryer/Dryer units. The existing equipment is owned by the Authority. The gross amount collected from laundry machines for the most recent one year period was approximately \$30,000. The selected service provider shall service and maintain the number of machines listed on chart in section **2.3 WASHER/DRYER EQUIPMENT LIST AND LOCATIONS**. This chart reflects an increase to the Authorities current equipment as the Authority has space and hook ups required to add one (1) additional Stacked Washer/Dryer and one (1) stacked Dryer/Dryer at our Rouiler laundry. The CHA will also be installing required hook ups for one (1) additional stacked Washer/Dryer and one (1) stacked Dryer/Dryer at the Saratoga Laundry. Machine counts and locations and vend amounts may be changed by written Change Order at future times under the Contract that will result from this RFP. No machine may be added or removed from the Authority properties without the prior written approval through an executed Change Order to the Contract to result from this RFP.

Washers and dryers shall be heavy duty, "commercial"-type coinless/card reader machines and in the quantity specified on chart listed in section 2.3. The machines listed on chart in section 2.3 shall be equipped with variable settings, and be high efficiency, Energy Star commercial machines. All equipment shall meet washing and drying recommendations of current clothing manufacturers regarding wash and wear permanent press and regular articles of clothing.

The selected service provider shall Install and vent each machine in accordance with the manufacturer's recommendations, utilizing the Authorities existing electric, water and sewer lines serving the community laundries in which the equipment is to be installed.

Affix a permanent label, decal or sign to each machine clearly outlining the machine's operating instructions. Braille and other language translations shall be available upon the Authority's request.

2.6 MAINTENANCE OF EQUIPMENT AND LAUNDRY ROOMS

The service provider shall:

- Service, maintain and ensure that all machines operate in accordance with the manufacturer's recommended performance standards.
- Maintain the equipment and be responsible for cleaning the vent lines and lint filters in accordance with the manufacturer's recommendations. Clean all lint filters at least once a month to prevent accumulation of lint and other foreign matter.
- Clean all dryer vents from the dryers to the exterior termination of the vents. The vent lines shall be inspected annually. All vent lines shall be cleaned as often as needed to allow the equipment to operate within the manufacture's recommended performance standards at the service provider's expense. Vents shall be maintained to be free of lint and debris that could reduce air flow.
- All inspection and cleaning of lint catchers and vent ductwork shall be documented in an activity log (denoting person performing inspection, inspection result,

corrective action taken, date and time) that shall be submitted to Authority upon request.

- Ensure dryer venting and areas behind the machines are cleaned after any removal of old equipment and left free of lint and other foreign matter prior to the installation of any new equipment.
- Be responsible for connecting dryers to the dryer vents in compliance with all applicable codes to assure proper duct assembly and connection to the dryers, and thus greatly reduce lint build up within the duct work.
- Provide service for the equipment 24 hours per day seven days per week. All equipment shall be serviced within 24 hours of notification by the Authority or by a tenant. If the equipment is in need of replacement, the service provider shall first notify the Authority, then replace the faulty equipment within 24 hours.
- Make a refund to any tenant losing money in a malfunctioning machine
- Promptly attach to any malfunctioning machine an “Out Of Order” sign that blocks card reader slots. Maintain in prominent view in each laundry room a permanent sign clearly stating the name and address of the service provider, direct phone number and/or persons to contact for service and for refunds.
- Be responsible for damage to the laundry room or to other parts of the building resulting from malfunction or improper maintenance of the equipment.

2.7 MAINTENANCE EXCLUSIONS

The Authority is responsible for the dryer and washer electrical outlets, and for replacing dryer vent lines, water lines and wastewater drain lines in the walls.

Section III – Evaluation Factors

3.1 EVALUATION OF AUDIT PROPOSALS

Proposals shall be evaluated only on the criteria stated in this RFP in accordance with the Competitive Proposal procurement method. The criteria will be fairly and thoroughly evaluated by the Authority’s Modernization department that will make a recommendation to the Authority Board of Commissioners. All proposals will be rated on a scale of 0 to 100 points, with criteria weighted as listed below. All vendors shall respond to, and will be rated, the following criteria, which shall be submitted in the format defined in Section 4.3.

RATING FACTOR	MAXIMUM POINTS
Equipment Specifications: <ul style="list-style-type: none">- Refer to “Section 2 – Scope of Work,” and using the form attached to this RFP labeled “Attachment – A- Equipment Specifications,” describe the machines your company proposes to install.	20
Organizational Plan: <ul style="list-style-type: none">- Using the form attached to this RFP labeled “Attachment – B – Organizational Plan,” address each of the items on the form and in the order requested.	20
Previous Experience and Ability to Perform the Work: <ul style="list-style-type: none">- Using the form attached to this RFP labeled “Attachment – C- Previous Experience / Ability to Perform the Work,” address each of the items on the form and in the order requested.	30
Commission Percentage: <ul style="list-style-type: none">- Using the form attached to this RFP labeled “Attachment – D- Commission,” provide the percentage of gross amount collected to be paid to the Authority.	30
MAXIMUM ALLOWABLE POINTS	100

A contract will be awarded to the responsible firm whose qualifications, price and other factors considered, are the most advantageous to the Authority.

SECTION IV – PROPOSAL FORMAT AND INSTRUCTIONS

4.1 POINT OF CONTACT

The sole point of contact at the Authority for purpose of this RFP prior to the award of a contract is the Authority's Modernization Coordinator. All contact to this RFP should be made writing and directed to:

Dan L. Rigney, Modernization Coordinator
Cohoes Housing Authority
100 Manor Sites
Cohoes, NY 12047
E-mail: drigney@cohoeshousing.org

4.2 REQUEST FOR INFORMATION

Any prospective bidder desiring an explanation or interpretation of this RFP must request in writing, e-mail or regular mail, such request for information no later than **Monday, May 20th, 2019**. Questions may also be asked at the pre-proposal conference on **Friday, May 17th**. Requests shall be directed to the Authority at the address listed in Section 4.1, herein. Any information given to a prospective bidder concerning the solicitation will be furnished promptly to all prospective bidders, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to any other prospective bidder. Oral explanations or instructions given before the award of the contract will not be binding on contract performance.

4.3 PROPOSAL FORMAT

COMPANIES INTERESTED IN RESPONDING TO THIS RFP MUST SUBMIT THE FOLLOWING INFORMATION, IN THE ORDER SPECIFIED BELOW. BE SURE TO ADDRESS ALL SELECTION CRITERIA (SECTION 3.1) IN YOUR RESPONSE.

TAB 1: Title page should include the proposal subject, the company name, address, telephone number, fax number, e-mail address, contact person, date of the proposal, and Federal ID Number;

TAB 2: A table of contents with page numbers;

TAB 3: A transmittal letter briefly introducing the firm and stating the service to be provided;

TAB 4: Response to Rating Factors: Equipment Specifications. Refer to "Section 2 – Scope of Work," and using the form attached to this RFP labeled "Attachment – A – Equipment Specifications," describe the Machines your company proposes to install.

TAB 5: Response to Rating Factors: Organizational Plan. Using the form attached to this RFP labeled “Attachment – B – Organizational Plan,” address each of the items on the form and in the order requested.

TAB 6: Using the form attached to this RFP labeled “Attachment – C- Previous Experience / Ability to Perform the Work,” address each of the items on the form and in the order requested.

TAB 7: Using the form attached to this RFP labeled “Attachment – D- Commission,” provide the percentage of gross amount collected to be paid to the Authority.

TAB 8: Complete Attachment – E: Certifications and Representations of Offerors Non-Construction Contract (form HUD-5369-C);

TAB 9: Attachment – F: Instructions to offerors – Non-Construction (form HUD 5369-B)

4.4 General Information

- A. Prepare your proposal in a practical, legible, clear, and straightforward manner. All prices and amounts must be written in ink or machine printed. Bids containing any conditions, omissions, unexplained erasures or alterations, or irregularities of any kind, may be rejected by the Authority.
- B. Refer to Section III, Evaluation Factors, for the criteria that will be used to evaluate bids.
- C. The Proposal shall be signed by an official authorized to bind the company.
- D. Proposals submitted are irrevocable for 90 days following the closing date. This period may be extended at the Authority’s request only with the bidder’s written consent.
- E. Unless there is no need for negotiations with any other offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise solicitors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of the conformance to the solicitation requirements. No offeror shall be provided any information about any other offeror’s proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt or proposal revisions based on negotiations.
- F. Any Actual or prospective contractor may protest the solicitation or award of a contract for the serious violation of the principles of this Statement. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days after contract award, or the protest will not be considered. All bid protest shall be in writing, submitted to the Contracting officer or designee, who shall issue a written decision on the matter. The

Contracting Officer may at his discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

- G. Cancellation of solicitations: This RFP may be canceled before offers are due if: The Authority no longer requires the supplies, service, or construction; the Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons.

A solicitation may be canceled and all bids or proposals that have already been received may be rejected if: the supplies, service, or construction are no longer required; ambiguous or otherwise inadequate specifications were part of the solicitation; the solicitation did not provide for consideration of all factors of significance to the Authority; prices exceed available funds; there is reason to believe that bids or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith; or for good cause of a similar nature when it is in the best interest of the Authority.

The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

A notice of cancellation shall be sent to all offeror solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any solicitation of future procurement of similar items.

If all otherwise acceptable bids received in response to an RFP are at unreasonable prices, or only one bid is received and the price is unreasonable, the Authority shall cancel the solicitation and either: a) Re-solicit using a request for proposal; or b) Complete the procurement by using competitive proposal method (when more than one otherwise acceptable bid has been received), or by using the noncompetitive proposal method (when only one bid is received at an unreasonable price); provided, that the Contracting Officer determines in writing that such action is appropriate, all bidders are informed of the Authority's intent to negotiate, and each responsible bidder is given a reasonable opportunity to negotiate.

4.5 AMENDMENTS TO RFP

If it becomes necessary to revise this RFP, amendments will be provided to all prospective Offerors that picked up and signed for this RFP or otherwise are known by the Authority to have obtained this RFP. Amendments will be posted at <http://cohoeshousing.org/> (It is the responsibility of the offeror to check this website throughout the open RFP period). Offerors shall acknowledge receipt of any amendments to this solicitation as defined in Section 3 of the Attachment-E, Instructions to Offerors – Non-Construction (form HUD 5369-B). The Authority will not be responsible for incorrect proposals due to Offeror's noncompliance with amendments.

SECTION V – PROPOSAL SUBMITTAL

5.1 FORM OF SUBMITTAL

Submit one (1) clearly labeled original and three (3) copies of your proposal and completed Attachments as defined in Section 4.3, Proposal Format, in a sealed Package with the company submitting identified on the package, addressed as follows:

Cohoes Housing Authority
100 Manor Sites
Cohoes, NY 12047

Attention: Dan Rigney, Modernization Coordinator
Proposal – Do Not Open
Laundry Service
Solicitation NO: 2019-02

5.2 DELIVERY OF BID

The proposal shall be properly addressed as shown in Section 5.1, and delivered or mailed so that the proposal is received on or before the response date and time.

Requests for extensions of this date or time shall not be granted. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Authority; please note that daily mail through U.S. Post Office often arrives at the Authority after 2:00 PM. Bids received by the Authority after the closing time and date will NOT be considered unless conditions apply per Section 6 of form HUD-5369-B, "Instructions to Offerors –Non-Construction." Proposals delivered by e-mail or facsimile shall NOT be considered. The Authority does not accept responsibility for late or miss-delivered proposals.

5.3 RESPONSE DATE AND TIME

The response date and time is:

Date: Friday, May 24th, 2019 Time: 3:00pm

Attachment – A
EQUIPMENT SPECIFICATIONS

(Solicitation No. 2019-2)

Describe below the machines your company proposes to install if it is selected as the successful proposer under this Request for Proposal. Include the following:

(You may attach additional pages to this form if more room is required)

	WASHER	DRYER
Manufacturer		
Model Number		
Load Capacity		
Length of Cycles		
RPM of High-Spin Cycle		N/A
Speed and Variable Settings		
Energy and Water Savings Rating		N/A
Estimated Gallons of Water Used Per Washer Load		N/A
Estimated Drying Time per Load	N/A	
Description of Card Reader Mechanisms		
In what languages (include Braille) do you have the equipment operations signs translated and available for installation?		
Attach brochures with specifications for all proposed machines, including the Card Value Center described in the Scope of Work, Section 2.4.		

Attachment – B
ORGANIZATIONAL PLAN
(Solicitation No. 2019-2)

On separate pages, please respond to each of the following items below in the order they are given:

1. Describe in Detail how your company will maintain and repair machines.
2. The number of service technicians and trucks you have currently serving the Capital District.
3. Location and size of shop facilities.
4. Your procedure for repairing/replacing machines when malfunction is reported. Include turn-around time in which the Authority can expect the malfunction to be repaired.
5. Explain how you handle refunds and how soon a resident may expect to receive the refund.
6. Explain your collection system. What safeguards do you have to insure accurate meter readings are obtained? How often are collections made?
7. Describe your card operated payment system, including the card value center to be installed. Explain whether you have the capability to provide the equipment described in the RFP.

Attachment – C
PREVIOUS EXPERIENCE / ABILITY TO PERFORM THE WORK
(Solicitation No. 2019-2)

On separate pages, please respond to each of the following items:

1. Describe your company's previous experience and capability of providing the requested services described under Section 2, Scope of Work.
2. Indicate the names and size (number of units) of multi-family developments that your company currently services and in what locations.
3. State the names and locations of all federally assisted low-income housing agencies your company currently services, as well as those your company has serviced over the past five (5) years.

Attachment – D
COMMISSION PERCENTAGE
(Solicitation No. 2019-2)

State on the line provided below the percentage of commission (percentage of gross revenue collected from the operation of clothes washing and drying machines) that you propose paying to the Authority.

With the cost to the user of \$1.50 per load for the washers and \$1.25 for dryers, the proposer offers and agrees, if the proposal is accepted, to pay the Authority:

_____ Percent of the gross revenue collected from each machine for a **Five (5) Year Contract Term**.

_____ Percent of the gross revenue collected from each machine for a **Five (5) Year Contract Term**, with the **option of Two (2) additional years**.

_____ Percent of the gross revenue collected from each machine for a **Seven (7) Year Contract Term**.

_____ Percent of the gross revenue collected from each machine for a **Ten (10) Year Contract Term**.

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]