

REQUEST FOR PRPOSAL
FOR
COHOES HOUSING AUTHORITY

Vacant Unit Painting

Release Date: Thursday, March 4th, 2021

Proposal Submission Date and Time:
Wednesday, March 31st, 2021 @ 1:00pm

Solicitation #: 2021-01

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

- A. Proposal Form
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- C. Certifications and Representations of Offerors (form HUD-5369-C)
- D. Instructions to offerors – Non-Construction (form HUD 5369-B)
- E. Non- Collusive

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>March 4th, 2021</u> 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>March 17th, 2021</u> Time: <u>10:00am</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>March 25th, 2021</u>
Proposal Submittal Return and Deadline	Date: <u>Wednesday, March 31st, 2021</u> Time: <u>1:00pm</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>April 20th, 2021</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 professional Painting Contractor to perform the step of Painting the Authority’s vacant apartment units as they turn over.

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, NT 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 March 17th, 2021, at 10:00am, 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 A Vacant Unit 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 contract resulting from this RFP shall be for the period of one (1) year with an optional extension of two (2) additional years, for a total of three (3) 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. Contactor 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 "Vacant Painting Contract." 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

- 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 for completed work will be paid within two (2) weeks of submission of an invoice for a completed unit. Each unit will be inspected prior to release of payment.

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 professional Painting Contractor to perform the step of Painting the Authority's vacant apartment units as they turn over.

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 successful proposer shall:

- Prepare all surfaces to be painted as stated, but not limited to:
 - Removing nails, tacks, tape, decals, etc...
 - Fill in holes and sand to prep for paint.
 - Make any Necessary sheetrock repairs in order to achieve a neat and workmanlike finish.
- Paint all surfaces as stated:
 - Apply Bins/Killz primer in areas in need of additional cover and to prevent stain bleed through.
 - Apply single coat of Paint (Paint provided by the authority) to cover all painted areas, Walls, Trim, Doors, Closets, etc...
 - Additional coats to be applied where the authority deems necessary.
 - All work expected to be completed in a neat and workmanlike manner.
 - Contractor is responsible for any splattering or spillage throughout the unit, site, and shops.

Proposals should be based on the LIVING SPACE SQ/FT Chart below (**Section 2.2**), based upon 7 ½' – 8' Ceiling height for LABOR ONLY. The awarded contractor will be paid according to their submitted proposal and square footage as listed in the chart.

Proposals for additional work such as, but not limited to sheetrock repair, additional painting beyond square footage of apartment (i.e. painting of metal hand rails, stairs...) shall be submitted as a proposed hourly rate for such work.

Materials and Labor:

All Proposal are for LABOR and EQUIPMENT required to perform the work as stated above. Equipment includes brushes, rollers and other such painting equipment. The Authority will supply all material required such as, Paint, Primer, Joint Compound, patches and sheetrock.

Scheduling:

All requested Painting of a vacant unit will be scheduled and completed according to the following guidelines.

- The Authority will put in a request for a vacant unit to be Painted via E-mail.

- The Awarded contractor has 48hrs to acknowledge and schedule a date for unit to be painted.
- Keys to the Vacant unit will be made available for Pick up at the Authority's main office, located at

100 Manor Sites
Cohoes NY, 12047

- All units requested must be completed within Five (5) Business days from the REQUEST date unless otherwise agreed upon by both parties. (Business days defined as Monday – Friday)

2.2 **Apartment Size List (Living Space Square Footage – Approximate)**

McDonald Towers		
Bedroom Size	Living Space SQ/FT	Number Of Units
1	640 sq/ft	93

Saratoga Sites		
Bedroom Size	Living Space SQ/FT	Number Of Units
1	800 sq/ft	4
2	892 sq/ft	42
3	1012 sq/ft	24

Rouiler Heights		
Bedroom Size	Living Space SQ/FT	Number Of Units
1	807 sq/ft	8
2	949 sq/ft	6
3	1087 sq/ft	24
4	1307 sq/ft	12

Manor Sites		
Bedroom Size	Living Space SQ/FT	Number Of Units
2	892 sq/ft	22
3	972 sq/ft	52
4	1218 sq/ft	16
5	1476 sq/ft	5

SECTION III – PROPOSAL FORMAT AND INSTRUCTIONS

3.1 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

3.2 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 March 25th, 2021. Questions may also be asked at the pre-proposal conference on March 17th, 2021. 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.

3.3 PROPOSAL FORMAT

COMPANIES INTERESTED IN RESPONDING TO THIS RFP MUST SUBMIT THE FOLLOWING INFORMATION, IN THE ORDER SPECIFIED BELOW.

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 transmittal letter briefly introducing the firm and stating the service to be provided;

TAB 3: Complete Proposal Form – Using Form attached to this RFP labeled “Attachment – A – Proposal Form” and “Attachment – B – Proposal Statement Form” Fill out entire form and sign.

TAB 4: Complete “Attachment – C: Certifications and Representations of Offerors Non-Construction Contract” (form HUD-5369-C);

TAB 5: Attachment – D: Instructions to offerors – Non-Construction (form HUD 5369-B)

TAB 6: Complete “Attachment – E – Non-Collusive”

3.4 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. The Proposal shall be signed by an official authorized to bind the company.
- C. 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.
- D. 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.
- E. 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.
- F. 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);