

**REQUEST FOR PROPOSALS (RFP)  
No.1922**

**On-Call Exterior Painting and General  
Contractor Services**

**Albuquerque Housing Authority**



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ALBUQUERQUE HOUSING AUTHORITY

*“Empowering people in our community through affordable housing and self sufficiency opportunities.”*

## RFP Document

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### INTRODUCTION

This competitive solicitation process is being conducted by the Albuquerque Housing Authority (hereinafter specifically, "AHA"), located in Albuquerque, NM. AHA is a public entity that was formed in 1967 to provide federally subsidized housing and housing assistance to low-income families, within the City of Albuquerque. AHA is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and AHA's procurement policy.

Currently, AHA owns and/or manages: (1) 26 housing developments and 10 scattered site locations, including multifamily and senior apartments and single family homes (scattered sites) totaling approximately 953 units throughout the municipal limits of the City of Albuquerque; and (2) approximately 4,000 housing choice voucher units. AHA has approximately 68 employees.

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In keeping with its mandate to provide efficient and effective services, AHA is now soliciting proposals from qualified, licensed and insured entities to provide the services noted in section 2.0 below, to AHA. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

**RFP INFORMATION AT A GLANCE**

[Table No. 2]

CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or “(CO)” shall be a reference to Rocio Solis Sinche.)	Rocio Solis Sinche, Procurement Officer Telephone (505)764-3918; E-mail: purchasing@abqha.org TTY:711.
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access <a href="http://nahro.economicengine.com">nahro.economicengine.com</a> (no “www”). 2. Click on the “Login” button in the upper left side. 3. Follow the listed directions. If you have any problems in accessing or registering on the system, call customer support at (866)526-9266.
PRE-PROPOSAL CONFERENCE	<b>Wednesday, May 29, 2019, 1:30 pm MT</b> Large Conference Room, Administrative Offices, 1840 University Blvd. SE, Albuquerque, NM 87106
DEADLINE TO SUBMIT QUESTIONS	<b>Wednesday, June 5, 2019, 3:00 pm MT</b>
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	Submit 4 hard copies and one electronic copy (CD and or USB Drive/"memory stick")
PROPOSAL SUBMITAL RETURN & DEADLINE	<b>* Monday, June 17, 2019, 3:00 pm MT</b> Administrative Offices, 1840 University Blvd. SE, Albuquerque, NM 87106 *(The proposal "hard copy" must be received in-hand and time-stamped by the HA by no later than 3:00 p.m. on this date).
PROPOSAL EVALUATION	TBD
AHA BOARD REVIEW & APPROVAL	TBD

**1.0 THE AHA'S RESERVATION OF RIGHTS.** The AHA reserves the right to:

**Right to Reject, Waive, or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the AHA to be in its best interests.

**Right to Not Award.** Not award a contract pursuant to this RFP.

**Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the Contractor(s).

**Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer (hereinafter, "Contractor") shall provide the services called for in this RFP.

**Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the AHA Contracting Officer (CO).

**Right to Negotiate.** Negotiate the fees proposed by the proposer entity.

**Right to Reject Any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

**No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

**Right to Prohibit.** At any time during the RFP or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the [nahro.economicengine.com](http://nahro.economicengine.com) Internet System (hereinafter, the "noted Internet System" or the "System") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the noted Internet System, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by AHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve AHA, but not the prospective proposer, of any responsibility pertaining to such issue.

**Right to Reject - Obtaining Competitive Solicitation Documents.** The [nahro.economicengine.com](http://nahro.economicengine.com) Internet-based software is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the noted software. Any other group such as a bid depository that informs potential respondents of the

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availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the noted Internet-based software to obtain the documents. AHA will reject without consideration any response submitted from a firm that has not obtained the documents from the noted Internet-based software.

**2.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS.**

**Project Summary:**

AHA is seeking one contractor, or multiple contractors, to complete Exterior Painting and General Contractor Services for the projects listed below and future projects at other AHA properties. Each property listed below will require exterior painting and may require general contractor services in preparation of exterior painting services. The specific services for this requirement will consist of those services for the AHA as described herein and within, See **7.0 Attachment F**, for scope of work and technical specifications for exterior painting and general contractor services, unless otherwise expressly stated.

AHA is requesting Alternate Pricing as detailed in Attachment J- Exterior Painting and General Contractor Services Price Sheet. Base Price for Exterior Painting, which includes finish exterior surfaces exposed to view. All other specifications contained in the RFP remain. Alternate 1 Price for General Contractor Services in preparation of exterior painting services. All other specifications contained in the RFP remain. All Pricing does not include Performance or Payment Bonds for Tasks Orders over \$25,000 or Gross Receipt Tax.

In addition to the Exterior Painting and General Contractor Services project specified below, AHA anticipates awarding additional Exterior Painting and General Contractor Services projects to selected contractor(s) through the use of task orders as described in Section 2.1 below. The initial contract term is anticipated to be two years with three one year options. The total contract value is anticipated to be approximately \$300,000.

[Table No. 3]

PROJECT	PRIMARY SURFACES TO BE PAINTED
Grove 608 Grove Street SE Albuquerque, NM 87107  All 10 Buildings - 18 Units	Stucco and wood
Wainwright Manor 5601 Gibson Blvd SE Albuquerque, NM 87108  All 3 attached buildings - 60 units	Wood

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<p>Wainwright ARCA 5605 &amp; 5609 Gibson Blvd SE Albuquerque, NM 87108</p> <p>All 2 buildings - 2 units</p>	<p>Stucco and wood</p>
<p>Sunset Gardens Dennison, Gonzales, Trujillo Albuquerque, NM 8721</p> <p>All 58 buildings - 58 units</p>	<p>Brick, stucco and wood</p>
<p>Lafayette 3224 Lafayette Dr NE Albuquerque, NM 87107</p> <p>All 12 Buildings - 18 units</p>	<p>Stucco and wood</p>
<p>12<sup>th</sup> &amp; Menaul 2709 12TH Street NW Albuquerque, NM 87107</p> <p>All 13 Buildings - 22 units</p>	<p>Stucco and wood</p>
<p>Pennsylvania 124 Pennsylvania St SE Albuquerque, NM 87108</p> <p>All 12 Buildings - 20 units</p>	<p>Stucco and wood</p>
<p>Veranda 9000 Veranda Rd NE Albuquerque, NM 87112</p> <p>All 21 Building - 35 units</p>	<p>Stucco and wood</p>
<p>La Plata 120 La Plata Rd NW Albuquerque, NM 87107</p> <p>All 17 Buildings - 32 Units</p>	<p>Stucco and wood</p>
<p>Chelwood 2905 Chelwood Park Blvd NE Albuquerque, NM 87112</p> <p>All 14 Buildings - 25 units</p>	<p>Stucco and wood</p>
<p>Comanche 9725 Comanche Rd NE Albuquerque, NM 87111</p> <p>All 6 Buildings - 20 units</p>	<p>Stucco</p>

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140 General Bradley St NE Albuquerque, NM 87123  All 3 Buildings - 14 units	Stucco
City View Grady, Knox, Nambe, Jason Albuquerque, NM 87123  All 33 Buildings - 50 units	Stucco and wood
Barelás Units 1-18, 54-60 701 5th Street SW Albuquerque, NM 87102  6 Buildings (of 14) - 25 units (of 60)	Stucco and wood
Candelaria 1212 Candelaria Rd NW Albuquerque, NM 87107  All 26 Buildings - 50 units	Brick, stucco and wood
60 <sup>th</sup> Street 60 <sup>th</sup> St NW Albuquerque, NM 87105  All 26 Buildings - 42 units	Brick, stucco and wood

**2.1 Task Order Process.** A Task orders will be issued to the contract awardee(s) for specific AHA roofing requirement which may include multiple roofs and locations. The selection will be based on price, availability, schedule and other criteria as determined in the best interest of AHA. All work defined in the request will be within the scope of work, issued within the period of contract performance and be within the maximum value of the contract. Firm Fixed Prices and Schedule shall be negotiated before the issuance of Task Orders and the commencement of work. Task Orders shall contain the Scope of Work, Period of Performance, Schedule, Firm Fixed Price and additional reference material that defines the task. **Any Task Order that exceeds \$2,000 will require Certified Payroll. Task orders in the amount of \$25,000 or more, including gross receipts tax, require performance and payments bonds as outlined below.**

**2.2 Bonds.** As this contract pertains to public works or construction, the bonds that are required include:

**2.2.1 Performance Bond.** The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees

that if the Contractor is unable to complete the contract, the surety company will step in to finish the work. In the case of a letter of credit or cash escrow, the Agency may use these funds to complete the contract work.

**2.2.2 Payment Bond.** The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* (Attachment G-1 attached hereto) clearly forbid the placement of liens and is binding on any contractor, subcontractor, and material supplier.

**2.2.3 Bonding Companies.** An acceptable surety (bonding) company is one that is authorized to do business in the State of New Mexico and is acceptable to HUD and the Agency. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <http://www.fms.treas.gov/c570/index.html>.

**2.3 Contractor Single Point of Contact.** Each Contractor shall designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays, to handle and assist in any and all inquiries regarding scheduling, billing, status of task orders, availability, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email. The SPOC may have support staff that will serve as account managers for different designated multiple points of contact in order to best provide service.

**3.0 Proposer Responsibility pertaining to the Requirements herein.** It is the responsibility of each proposer to inform AHA in writing during the proposal posting period (e.g. prior to the posted submittal deadline) of any requirements herein that may conflict with each other or that may be inconsistent. If the successful proposer fails to do so during the posting period



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and such conflict or inconsistency is discovered after the submittal deadline, AHA reserves the right to adjust the tasks required of the successful proposer, but there shall be no increase in costs to AHA based on successful proposer's failure to inform AHA.

**4.0 PROPOSAL FORMAT.**

**Tabbed Proposal Submittal.** AHA intends to retain the successful qualifying proposer pursuant to a "Best Value" basis, not a "Low Bid" basis ("Best Value," in that AHA will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that AHA can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. All submissions must not exceed 15 single-sided pages (excluding cover page and attachments). Attachments and Exhibits: All attachments and exhibits must be referenced in the Proposal Body. NOTE: ATTACHMENTS AND EXHIBITS ARE EXCLUDED FROM THE 15 PAGE LIMIT. None of the proposed services may conflict with any requirement AHA has published herein or has issued by addendum. AHA reserves the right to and anticipates awarding multiple contracts for this solicitation.

[Table No. 4]

RFP Section	Tab No.	Description
	<b>1</b>	<b>Form of Proposal.</b> This Form is attached hereto as <b>Attachment A</b> to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
	<b>2</b>	<b>Form HUD-5369 A (11/1992),</b> Representations, Certifications and Other Statements of Bidders and Non-Collusive Affidavit. These Forms are attached hereto as <b>Attachment B</b> to this RFP document. These Forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
	<b>3</b>	<b>Form HUD-5369 (10/2002)</b> Instructions to Bidders for Contracts. This form is attached hereto as <b>Attachment H</b> to this RFP.
	<b>4</b>	<b>Form HUD-5370 (08/2016)</b> General Conditions of the Contract for Construction Public and Indian Housing. This form is attached hereto as <b>Attachment D</b> to this RFP.
	<b>5</b>	<b>Profile of Firm Form.</b> The Profile of Firm Form is attached hereto as <b>Attachment C</b> to this RFP document. This form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
	<b>6</b>	<b>Proposed Services.</b> <i>Scope of Proposal/Technical Specifications</i> , of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab

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		documentation showing:
		Response Evaluation Factor No. 1, herein, the proposer's <b>Experience</b> . This should include relevant Demonstrated Experience.
		Evaluation Factor No. 2, herein, the proposer's <b>Capacity</b> .
		Evaluation Factor No.3, herein, the proposer's <b>Approach and Methodology</b> of service, etc.).
		Evaluation Factor No. 4, herein, the proposer's <b>Pricing/Fee Proposal</b> . Contractor shall provide a Price Proposal for each proposed Roof listed on the <b>Attachment I- Price Sheet</b> , it intends to bid on.
		Evaluation Factor No. 5, herein, the proposer's <b>Section 3 Plan</b> , (8.1 Attachment G)
	<b>7</b>	<b>Managerial Capacity/Financial Viability/Staffing Plan.</b> The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of <b>Attachment C, Profile of Firm Form</b> . Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm. <u>Provide staff resumes.</u>
	<b>8</b>	<b>Client Information.</b> The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
		The client's name;
		The client's contact name;
		The client's telephone number;
		A brief narrative description and scope of the service(s) and the dates the services were provided, including a brief narrative description of those specific services including scope; size; cost; principal elements and special features.
	<b>9</b>	<b>Equal Employment Opportunity/Supplier Diversity.</b> The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within Section 6 herein pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses). Identify efforts that will be performed by minority, women and small businesses and identify associated percentage of work. Please provide a copy of minority classification certification(s).

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10	<b>Subcontractor/Joint Venture Information.</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Such Joint Venture firms or any major subcontractors (“major,” meaning a projected 10% or more of the work).
11	<b>Section 3 Business Preference Documentation. (Section 3 Plan and Affidavit)</b> The completed and executed Section 3 Business Plan, <b>Attachment G</b> and Affidavit if applicable.
12	<b>Campaign Contribution Form.</b> Is attached hereto as <b>Attachment J</b> to this RFP. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
13	<b>Other Information (Optional Item).</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the Agency in its evaluation.

**5.0 Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by AHA, including the RFP document, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of AHA requirements contained within the documents may cause that proposer to not be considered for award.

All proposals must be submitted and time-stamped received in the designated AHA office by no later than the submittal deadline stated herein (or within any ensuing addendum). The proposer shall submit a digital copy of the proposal on a thumb drive or CD. One (1) original signature copy (marked "ORIGINAL") and 3 exact copies (each of the 4 separate proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**Albuquerque Housing Authority  
Attention: Rocio Solis Sinche, Procurement Officer  
1840 University Blvd. SE  
Albuquerque, NM 87106**

The package exterior must clearly denote the above noted RFP number and must have the proposer’s name and return address. Proposals received after the published deadline will not be accepted.

**Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional

marks, notations or requirements are entered on any of the documents that are submitted to AHA by the proposer, such may invalidate that proposal. If, after accepting such a proposal, AHA decides that any such entry does not changed the intent of the proposal that AHA intended to receive, AHA may accept the proposal and the proposal shall be considered by AHA as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that AHA delivers to him/her as instructed, and by submitting a proposal, the proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

**Submission Responsibilities.** It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by AHA, including the RFP document and any addenda. By virtue of completing, signing and submitting the completed documents, the proposer is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of AHA requirements contained within the documents may cause that proposer to not be considered for award.

**6.0 Proposer's Responsibilities – Contact with AHA.** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the designated CO only and through the designated online system. Proposers must not make inquiry or communicate with any other AHA staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for AHA to reject a proposal from any proposer that failed to abide by this directive.

**Addendums.** All questions and requests for information must be addressed in writing to the CO and submitted through the online system. The CO anticipates that it will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—“substantive” meaning, when decisions pertaining to the RFP are made—between AHA and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer to where his/her question has already been answered within the solicitation documents, the CO may not respond to the prospective proposer’s inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

**Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity.** Both the Contractor and AHA have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

Within 2 CFR 200 it states:

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development AHA of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in paragraphs (e) (2) (i) through (v) of this section.

Within HUD Procurement Handbook 7460.8 REV 2 it states:

Consistent with Presidential Orders 11625, 12138, and 12432, AHA shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in AHA contracting.

Goals. AHA is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

Within our AHA Procurement Policy it states that AHA will:

**Assistance to Small and Other Business, Required Efforts:**

Including such firms, when qualified, on solicitation mailing lists;

Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;

Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;

Using the services and assistance of the Small Business Administration, and the Minority Business Development AHA of the Department of Commerce;

Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

**Requirements.** Accordingly, please see Table No. 4, Tab 11, herein which details the information pertaining to this issue that the bidder must submit in response to this bid showing compliance, to the greatest extent feasible, with these regulations.

**7.0 Pre-proposal Conference.** The scheduled pre-proposal conference is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference.

Typically, such conferences last one (1) hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference AHA will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference; however, AHA will not distribute at this conference any copies of the RFP documents.

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**8.0 Recap of Attachments.** It is the responsibility of each proposer to verify that he/she downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

[Table 5]

Attachment	Description
	This RFP Document
A	Form of Proposal
B	Form HUD-5369 A (11/1992), <i>Representations, Certifications and Other Statements of Bidders</i>
C	Profile of Firm Form
D	Form HUD-5370 (03/31/2020), General Conditions of the Contract for Construction Public and Indian Housing
E	AHA Sample Contract Form. (please note that this contract is being given as a <b>SAMPLE ONLY</b> - AHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that AHA feels it is in its best interests to do so)
F	Specifications- Albuquerque Housing Authority Exterior Painting and General Contractor Services Manual
G	Section 3 Business Explanation, Plan and Affidavit (8.0, 8.1 and 8.2)
H	Form HUD-5369 (10/2002), Instructions to Bidders for Contracts Public and Indian Housing Programs
I	Exterior Painting and General Contractor Services Pricing Sheet
J	Campaign Contribution Form
K	Form HUD-4010 Federal Labor Standards Provisions
L	Form HUD-92554M (09/30/2021)Supplementary Conditions of the Contract for Construction
M	Wage Decision Number- NM190001 01-04-2019 NM1

**9.0 PROPOSAL EVALUATION**

**Evaluation Factors.** The following factors will be utilized by AHA to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 6]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	20 points	Experience	a. Detailed description of project and services provided. Provide experience with exterior painting and general contracting services similar to those described in Section 2 of this RFP. b. Owner’s name and contact information (include address and phone number);

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			<ul style="list-style-type: none"> <li>c. Overall construction cost of project and average cost per square foot, as applicable, including initial contract value and change order, including reasons for change orders.</li> <li>d. Original scheduled completion date and actual completion date and reason for variance.</li> <li>e. Business Litigation. Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five years. The disclosure must include an explanation as well as the current status and/or disposition.</li> <li>f. Provide reference letters or letters of recommendation of related projects (not counted in 15 page limit and listed as an attachment or exhibit).</li> </ul>
<b>2</b>	<b>20 points</b>	<b>Capacity</b>	<ul style="list-style-type: none"> <li>a. Provide a separate graphic organizational structure complete with working titles for each proposed individuals who will be working directly on project for project duration, including administrative office functions.</li> <li>b. Provide job descriptions and responsibilities and authority for each working title.</li> <li>c. Provide anticipated staff assignments for key positions by names and resumes. Provide a staff schedule by name, position, and man hours (assuming 8 hour days) per month estimated on the project. (<u>resumes</u> are not included in the 15 page limit and should be <u>included under Tab 7</u>);</li> <li>d. Provide current workloads of all named staff assigned to this project and schedules for completion of their current assignments.</li> <li>e. Provide a description of services, if any, which are anticipated to be subcontracted for.</li> <li>f. Provide certified financial statements of firm.</li> <li>g. Indicate firms bonding capacity for the project with current and anticipated projects.</li> <li>h. Provide copies of all applicable licenses and certifications.</li> <li>i. If applicable, explain the structure of any joint venture or partnership and how responsibilities will be divided. Provide names and contact information for any additional firms involved with the project.</li> </ul>
	<b>20 points</b>	<b>Approach &amp; Methodology</b>	<ul style="list-style-type: none"> <li>a. Describe the methodology (project approach) that clearly and concisely identifies how your team will approach construction with an emphasis on</li> </ul>



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			<p>how work will be coordinated to minimize impact on property residents.</p> <p>b. Identify how your firm will work toward meeting AHA’s MBE/WBE goals and your recommended reporting process to AHA’s staff for monitoring the progress of your efforts toward meeting MBE/WBE goals;</p> <p>c. A complete listing of assumptions and conditions associated with your proposal;</p> <p>d. Include specific examples (1-2 page excerpts) of actual products (estimates, progress reports, schedules, open-book pricing model, constructability reviews, value engineering studies, forms, general conditions, etc.);</p> <p>e. Provide a detailed construction schedule with start and completion dates for each project site and any required phasing, weekend work; and</p> <p>f. Provide a list of any potential concerns, issues or inconsistencies that could affect schedule or pricing.</p>
<b>3</b>	<b>25 points</b>	<b>Price/Fee</b>	<p>Please complete <b>Attachment I Pricing Sheet</b></p> <p>Provide a complete listing of assumptions and conditions associated with your proposal.</p>

**Preference Evaluation Factor.** The following factors will be utilized by the CO to evaluate each proposal submittal received:

[Table No. 6a]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
6	15 points	Objective	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION.</b> A firm may qualify for Section 3 status as detailed within Attachments F (NOTE: A max of 15 points awarded).
6a	15 points		<b>Priority I.</b> Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended. ( if firm checks Yes to 1.1 of Section 3 Plan)
6b	15 points		<b>Priority II.</b> <u>Section 3 Preference Claim, Training and Employment Opportunities.</u> The undersigned proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to: <b>Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents).</b> (if firm checks “Will” in Section 2.2.1 on Table No. 5 of Section 3 Plan)

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6c	13 points		<b>Priority III. Section 3 Preference Claim, Training and Employment Opportunities.</b> The undersigned proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to: <b>Residents of other housing developments managed by the Agency that is expending the section 3 covered housing assistance (category 2 residents).</b> (If firm checks "Will" in Section 2.2.2 on Table No. 5 of Section 3 Plan.)
6d	10 points		<b>Priority IV.</b> Business concerns, whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development. ( if firm checks "Yes" on section 1.2 of Section 3 Plan)
6e	10 points		<b>Priority V. Section 3 Preference Claim, Training and Employment Opportunities.</b> The undersigned proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to: <b>Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.</b> (if firm checks "Will" in Section 2.2.3 on Table No. 5 of Section 3 Plan)
6f	7 points		<b>Priority VI.</b> Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns. (if firm checks "Yes" to section 1.3 of Section 3 Plan)
6g	5 points		<b>Priority VII.</b> Additional Efforts to Satisfy the Requirements of Section 3. (If firm checks "Will" on Table No. 4, Section 2.1.1-2.1.20 of section 3 Plan.)
6h	5 points		<b>Priority VIII. Section 3 Preference Claim, Training and Employment Opportunities.</b> The undersigned proposer hereby claims that it will, as detailed within 24 CFR §135.34, provide such "opportunities" as denoted following; to: <b>Other section 3 residents (attach complete description).</b> (if firm checks "Will" in Section 2.2.4 on Table No. 5 of Section 3 Plan)
6i	15 points		<b>Maximum Available Preference Points (Additional)</b>

100 points	<b>Total Maximum Possible Points</b>
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**10.0 Evaluation Method.** The eventual award will occur based on the following detailed brief procedures.

**Initial Evaluation for Responsiveness.** Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements). NOTE: Please reference Section 3.1 herein.

**Evaluation Packet.** An evaluation packet will be prepared for each evaluator, typically including the following documents:

- Instructions to Evaluators;
- Proposals;
- Written Narrative Form for each proposer;
- Recap of each proposer's responsiveness; and
- Copy of all pertinent RFP documents.

**Evaluation Committee.** AHA anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFP. PLEASE NOTE: No proposer shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. The designated CO is the only person at AHA that the proposers shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

**Potential "Best and Finals" Negotiations.** AHA reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by AHA in as timely a manner as possible.

**Determination of Top-ranked Proposer.** The subjective points awarded by the evaluation committee shall be combined to determine the final rankings, which shall be forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be awarded. Contract negotiations may, at AHA's option, be conducted prior to award.

**Notice of Results of Evaluation.** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

- Which proposer received the award;
- Where each proposer placed in the process as a result of the evaluation of the proposals received;

- Each proposer’s right to a debriefing and to protest.

**Restrictions.** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the AHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the AHA evaluation committee.

## 11.0 CONTRACT AWARD.

**Contract Award Procedure.** If a contract is awarded pursuant to this RFP, the following detailed procedure will be followed:

**An Agreement to Abide.** By completing, executing and submitting the Form of Proposal, Attachment A, the “proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the AHA, either in hard copy or on the noted eProcurement System,” including the contract clauses already attached to the RFP. Accordingly, AHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

**Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the AHA pursuant to this RFP:

**Contract Form.** AHA will not execute a contract on the successful proposer's form—contracts will only be executed on the AHA form (please see Sample Contract, Attachment E), and by submitting a proposal the successful proposer agrees to do so (please note that AHA reserves the right to amend this form as AHA deems necessary). However, AHA will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for AHA to do so; but the failure of AHA to include such clauses does not give the successful proposer the right to refuse to execute AHA's contract form. It is the responsibility of each prospective proposer to notify AHA, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. AHA will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the AHA's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

12.0 **HUD Forms.** Please note that AHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.

**Contract Type: Indefinite Delivery Indefinite Quantity (IDIQ)** - Contracts provide for delivery of an indefinite quantity, within stated limits (a minimum and maximum quantity), of supplies or services during a fixed period. The quantities of supply and/or services specified in the Pricing List are estimates only and are not purchased by this contract.

Delivery or performance shall be made only as authorized by orders issued in accordance with the contract. The contractor shall furnish to AHA, when and if ordered, the supplies or services

specified in the Pricing List up to and including the quantity/value designated as the “maximum.” AHA shall order at least the quantity/value of supplies or services designated at the “minimum.”

Except for any limitation on quantities in the Price List, there is no limit on the number of orders that may be issued. The AHA may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any orders issued during the effective period of this contract and not completed within the period shall be completed by the contractor within the time specified in the order. The contract shall govern to the Contractor’s and the AHA’s rights and obligation with respect to that order to the same extent as if the order were completed during the contract’s effective period.

The Minimum/Maximum order quantities are as follows:

The minimum contract value is: \$ 6,000  
The maximum contract value is: \$1,250,000

**Contract Period of Performance:** Two Year Base and Three One (1) Year Options.

**13.0 Assignment of Personnel.** AHA shall retain the right to demand and receive a change in personnel assigned to the work if AHA believes that such change is in the best interest of AHA and the completion of the contracted work.

**Unauthorized Sub-Contracting Prohibited.** The successful proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with AHA, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

**14.0 Licensing and Insurance Requirements.** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

**Workers Compensation Insurance.** An original certificate evidencing the proposer’s current industrial (worker’s compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services);

**General Liability Insurance.** An original certificate evidencing General Liability coverage, naming AHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of AHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;

**Professional Liability Insurance.** An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible amount of \$5,000;

**Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

**City/County/State Business License.** If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of Albuquerque, the County of Bernalillo, and/or the State of New Mexico.

**Certificates/Profile of Firm Form.** Pertaining to the aforementioned insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).

**15.0 Right to Negotiate Final Fees.** AHA shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer during negotiations may, at AHA's option, be the basis for the beginning of negotiations. Such negotiations shall begin after AHA has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO, successfully concluded within (five) 5 business days, AHA shall retain the right to end such negotiations and begin negotiations with the next-rated proposer.

**16.0 Contract Service Standards.** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

**Prompt Return of Contract Documents.** Any and all documents required to complete the contract, including contract signature by the successful proposers, shall be provided to AHA within (ten) 10 work days of notification by AHA.

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