



REQUEST FOR PROPOSAL (RFP)

Cycle Painting

DATE ISSUED: **July 17, 2023**

TYPE OF PROJECT: The Asbury Park Housing Authority (APHA) is seeking proposals from qualified firm(s)/individual(s) for painting common areas and apartments.

CONTACT PERSON: Ed McDonald, Director of Maintenance
732.774.2660. Ex.303
emcdonald@aphanj.org

LAST DAY FOR QUESTIONS: **July 26, 2023 @ 2:00 PM**

DEADLINE: **August 9, 2023 @ 10:00 AM**

SUBMISSION ADDRESS: Asbury Park Housing Authority
1000 ½ Third Avenue
Asbury Park, NJ 07712
Attn. Lou Riccio

Separate sealed or uploaded proposals will be accepted until the date and time noted above. Proposals will be held in confidence and not released in any manner until after contract award.

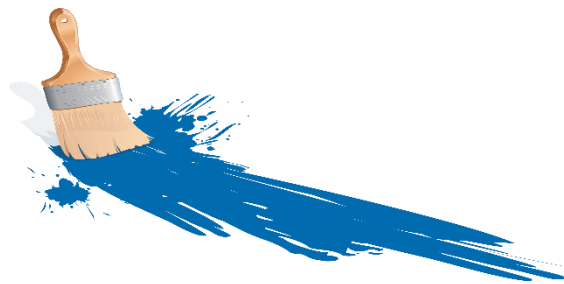
The responsibility for submitting a response to this RFP at the APHA on or before the stated time and date will be solely and strictly the responsibility of the respondent. The offeror shall wholly absorb all costs incurred in the preparation and presentation of the proposal.

Single copies of the RFP package may be obtained, at no cost by:

1. Visiting our website at www.aphanj.org. Select Business tab, then select Requests for Proposals. Select appropriate RFP.
2. Copies may also be picked up in person at:

Asbury Park Housing Authority
1000 ½ Third Avenue
Asbury Park, NJ 07712

NOTICE OF PROPOSAL
FOR
PAINTING COMMON AREAS AND RESIDENTIAL APARTMENTS
FOR THE
HOUSING AUTHORITY OF CITY OF ASBURY PARK



ASBURY PARK HOUSING AUTHORITY
1000 ½ Third Avenue
Asbury Park, New Jersey 07712

SECTION I
NOTICE TO CONTRACTORS

ASBURY PARK HOUSING AUTHORITY
1000 ½ Third Avenue
Asbury Park, New Jersey 07712

NOTICE TO CONTRACTORS

NOTICE is hereby given that Proposals will be received by the Executive Director of the ASBURY PARK HOUSING AUTHORITY ("APHA") at the Executive Director's office, located at **1000 ½ Third Avenue Asbury Park, New Jersey 07712, on Wednesday, August 9, 2023 at 10:00 A.M.** for painting in common areas and apartments in accordance with the Specifications and Information to Contractor prepared by the APHA.

No Proposal shall be received other than at the time and place herein designated for their receipt, unless mailed to the APHA receipt at the designated time and place.

Information to Contractors, Form of Proposal, and Specifications may be found on the Asbury Park Website.

Contractors should schedule a site visit. Such site visits may be scheduled by calling Edwin McDonald at 732-774-2660 ext. 303.

Each Contractor shall submit one (1) original and one (1) copy of the Proposal enclosed in a sealed envelope and addressed to the APHA, bearing the name of the Contractor, upon which shall be designated:

"PROPOSAL - PAINTING IN COMMON AREAS & APARTMENTS"

The APHA reserves the right to reject any and all Proposal, to waive any informalities or to accept the Proposal which in its judgment shall be in the best interest of the APHA. Proposal must be prepared and submitted in standard Proposal form in the manner designated within the information.

ASBURY PARK HOUSING AUTHORITY

BY: _____
William F. Snyder, Interim Executive Director

SECTION II
INFORMATION

INFORMATION FOR CONTRACTORS

1-1	Specifications
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1-15	Assignment

INFORMATION TO CONTRACTORS

1-1 Specifications

Persons desiring to make a Proposal will find included herewith specifications and Proposal blank. The specifications are to be considered as and shall form a part of the Contract to be executed by the successful Contractor. The time at which Proposal will be received will be found in the published notice calling for Proposal. Copies of the specifications may be obtained on the ASBURY PARK HOUSING AUTHORITY ("APHA") website

1-2 Proposal to be Made on Form Provided

Proposal must be made upon the blank form provided and attached to the specifications. All blank spaces in the Proposal, excepting as otherwise noted, must be filled in and no change shall be made in the phraseology of the Proposal or of the items mentioned therein.

All information which may be requested of the Contractor in any part of these specifications shall be included with his Proposal.

All erasures, interpolations or other physical changes on the Proposal form shall be signed or initialed by the Contractor. Proposal containing any conditions, omissions, erasures, alterations, or items not called for in the Proposal, or irregularities of any kind, may be rejected by the APHA as being incomplete.

1-3 Proposal in Words and Figures

The price shall be printed in ink in both words and figures. Any Proposal which fails to name a price both in words and in figures per unit for each and every item, wherein quantities are given, may be held to be informal and may be rejected. In case of any discrepancy between the price written in words and that given in figures, the price written in words will be considered as the Proposal. In case of any error in extensions, the unit price shall be considered as the Proposal.

1-4 Proposal

Each Contractor must submit one (1) original and one (1) copy of the Proposal enclosed in an envelope bearing the name and address of the Contractor, addressed to the APHA and endorsed "PROPOSAL - Painting in Common Areas & Apartments". It must include the Excel spreadsheet with prices.

1-5 Knowledge of Conditions and Requirements

The Proposal will be held to have been made with full knowledge of the conditions and requirements including the physical characteristics necessary for an accurate Proposal. The APHA assumes no responsibility with respect to ascertaining for the Contractor the facts of these physical characteristics. The Contractor shall be held to be aware of the APHA's requirements prior to the time of submitting Proposal and to have appraised all conditions under which the Contract is to be performed.

Contractors are required to schedule a site visit. Such site visits may be scheduled by calling Edwin McDonald at 732-774-2660 ext. 303.

1-6 Compliance with All Laws

The successful Contractor will be required to keep himself informed and to comply with all federal, state, county and local laws, ordinances and regulations as such may apply.

1-7 Payment

The Contractor shall submit a bill for all work completed during the preceding month and the APHA will make payment to the Contractor upon verification thereof, subject to paragraphs 1-8 and 1-9, and as authorized at the regular monthly meeting of said APHA.

1-8 Payment Withheld

The APHA may withhold, or on account of subsequently discovered evidence, payment as may be necessary to protect the APHA from loss because of:

- (a) Defective product not corrected.
- (b) Damage to another Contractor, agency, governing body, corporation or person.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

1-9 Guaranty

The Contractor shall guarantee all labor and materials for a period of one (1) year, from the date of acceptance of the work by the APHA, making all needed corrections during the guarantee period. Contractor agrees that during said periods, the APHA may retain out of monies payable to him under this Agreement the sum of **TEN PERCENT** (10%) of the amount of the Contract; and that, should Contractor fail to make the necessary corrections at once after due notice from the APHA, the APHA may expend the same or so much thereof as may be required in making the needed corrections; provided, however, that in case of emergency, where in the opinion of the APHA it would cause serious loss or damage, the APHA may make corrections without previous notice and at the expense of the Contractor.

1-10 Risk and Indemnification Assumed by Successful Contractor

The Contractor shall be the insurer of the APHA, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, of any subcontractor, of the APHA, of the Engineers, or of third persons or from acts of God or the Public Enemy or otherwise, excepting only risks which result solely from affirmative, willful acts of the APHA, subsequent to the submission of the Proposal including, but not by way of limitation:

1. The risk of loss or damage to the goods prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the said goods without cost to the APHA.
2. The risk of injuries or damages, direct or consequential, to the APHA, its officers, agents, and employees, and to its or their property, arising out of or in connection with the performance of the said goods,

whether sustained before or after final payment. The Contractor shall indemnify and defend the APHA, its officers, agents, and employees for all such injuries and damages and for all loss suffered by reason thereof.

3. The risk of claims and demands, just or unjust, by third persons against the APHA, its officers, agents and employees, arising or alleged to arise out of the performance or the work, as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the APHA or any of its employees or agents. The Contractor shall indemnify and defend the APHA, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in defense, settlement and satisfaction thereof.

Neither the acceptance of the goods and/or services nor payment therefore shall release the Contractor from his obligation under this Section. Provided, however, that the risks and indemnifications assumed by the Contractor shall not inure directly or indirectly to the benefit of the insurer under policies of insurance issued in compliance with the Contract. Nothing contained herein shall create nor be taken to create any contractual relationship between the APHA and any subcontractor(s).

1-11 Start Work

Service shall commence three (3) calendar days from the date of the Notice to Proceed issued by the APHA.

1-12 Intent of Contract Documents

The intent of the Contract Documents is to obtain a complete project in a first-class workmanlike manner, and it shall be understood that the Contractor has satisfied himself as to the complete requirements of the Contract and has predicated his Proposal upon such understanding.

1-13 Laws, Ordinances and Regulations

The Contractor shall comply with all federal, state, county and municipal laws, ordinances and regulations in any manner affecting those persons engaged or employed in the work, or the materials used in the work, either with respect to hours or labor or otherwise, and all such orders or regulations of any official or agency having jurisdiction or authority over the same.

The Contractor's attention is also specifically called to N.J.S.A. 34:11-56.25 which requires that the Contractor pay his laborers and mechanics the prevailing wages. The Contractor further agrees that, in the event any dispute arises as to what are the prevailing wages, applicable to the Contract, which cannot be adjusted, the matter shall be referred to the Commissioner of Labor of the State of New Jersey for determination and that his decision shall be conclusive on all parties to this Contract.

The Contractor's attention is further called to the other New Jersey Statutes which may be applicable to the subject matter of the Contract, including but not limited to the following: N.J.S.A. 10:2-1 relating to discrimination in employment on public works projects; and N.J.S.A. 40A:11-18 and N.J.S.A. 52:33-1 et seq., which provides that United State products, wherever available, shall be used in the performance of any public works contract.

1-14 Exceptions

Any exceptions to specifications must be clearly specified, described, and initialed. The APHA reserves the right to reject any PROPOSAL that fails to note and specify exceptions or where exceptions noted and specified are found to be non-waivable by the APHA.

1-15 Assignment

Contractor shall not assign the Contract or any monies to be paid without the prior written approval of the APHA.

SECTION III
PROPOSAL FORMS

PROPOSAL FORMS

PROPOSAL FORM

AGREEMENT TO PROCEED

CONTRACTOR MUST SUBMIT WITH THE PROPOSAL

- NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
- Insurance Certificate
- Non-Collusion Affidavit
- List of References
- Attachments B-K

CONTRACT FOR PAINTING IN COMMON AREAS & APARTMENTS

THIS AGREEMENT made this _____ day of _____, in the year 2023, by and between _____ a corporation, _____, OR a Partnership Consisting of _____, _____, _____, OR an individual trading as _____, hereinafter called the "Contractor" and the Housing Authority of the City of Asbury Park, hereinafter called the "Authority for the period of One (1) Year commencing on _____.

WITNESSETH, that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

ARTICLE I. STATEMENT OF WORK. The work will be done in strict accordance with the Specification and addenda thereto, all signed and/or initialed by the undersigned. Said Specifications are incorporated herein by reference and made a part hereof.

ARTICLE 2. THE CONTRACT PRICE. The Authority shall pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in the Proposal Package.

ARTICLE 3. CONTRACT DOCUMENTS. The contract shall consist of the following signed and/or initialed component parts:

- A. This Instrument
- B. Specifications
- C. Proposal Package
- D. Excel Spreadsheet

This instrument, together with the other documents enumerated in this Article 3, with said other documents, are fully a part of the Contract as if hereto attached or herein repeated, form the Contract. In the event that any provision of any other component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

ATTEST:

(Contractor)

By:_____

Title:_____

Business Address:

(Street)

(City) (State) (Zip)

ATTEST:

The Housing Authority of the
City of Asbury Park

By:_____
William F. Snyder
Interim Executive Director

SECTION IV
SPECIFICATIONS
FOR
PAINTING IN COMMON AREAS AND APARTMENTS

TECHNICAL SPECIFICATIONS

PAINTING IN COMMON AREAS & APARTMENTS

SERVICE CONTRACT SOLICITATION

OWNER/SITE LOCATION:

ASBURY PARK HOUSING AUTHORITY
1000 ½ Third Avenue
Asbury Park, New Jersey 07712

William F. Snyder
INTERIM EXECUTIVE DIRECTOR

SERVICES TO BE PROVIDED

The ASBURY PARK HOUSING AUTHORITY is seeking Proposals from qualified firms/individuals to perform Painting in common areas and occupied apartments. The Housing Authority will provide the Paint. The areas are listed on the attached Excel Spreadsheet

All walls, ceilings, doors, and trim must be painted. The Housing Authority will provide paint only. This contract includes all the labor necessary to paint the common areas and apartments complete and the necessary materials to complete work within the Housing Authority's schedule. It is the intent of these specifications to generally describe the contractual obligations to be furnished under the Service Agreement to be entered into by the Authority with the successful Contractor to commit the

resources of his organization for a period of a year to provide services as may be requested by governing codes and authorities.

While it is generally described below, each Contractor should schedule a site visit.

SITE INSPECTION

It is recommended that each Contractor visit the job site to inspect the buildings prior to submitting a proposal.

Inspections can be scheduled by contacting Ed McDonald, Director of Maintenance 732.774.2660. Ex.303 emcdonald@aphanj.org.

PRE-EXISTING CONDITIONS

If there are any pre-existing conditions or problems, the Contractor is to list these on the Proposal Form along with the cost to repair each pre-existing condition. If the Contractor does not list any pre-existing conditions, it is an indication that he accepts and agrees to be responsible for any and all repairs.

REFERENCES

Each contractor is to list their references on a separate sheet. List names, addresses, phone numbers and contact person of three references where he is providing similar maintenance services.

CANCELLATION

The Housing Authority reserves the right to cancel this agreement upon thirty (30) days written notice for failure to perform and/or failure to meet the conditions of these requirements. The Executive Director of the Housing Authority, or his designee, shall be the sole judge of the quality of performance with regard to termination of the contract.

INSURANCE

The successful contractor shall provide a Certificate of Insurance showing the Housing Authority as an additional insured with the following insurance and limits:

1. Workmen's Compensation as required by the State of New Jersey.
2. General Public Liability - combined single limit of not less than one million dollars (\$1,000,000.00).
3. Housing Authority shall be notified by the insurance carrier not less than 30 days prior to cancellation or change of coverage.

PAYMENT

The contractor will be responsible for providing the Housing Authority with a bill by the third Friday of the month following the month the work was completed.

PROPOSAL CATEGORIES

This work may occur during regular hours. If after hours, or weekends are to be used, management must approve beforehand. Failure of the contractor to respond within the allocated time may be cause for immediate cancellation of the service agreement. The contractor's Proposal price shall include the cost of all labor and specified materials and other related expenses.

All materials supplied shall be pre-approved by the Executive Director.

The Authority may only select individual complexes due to financial constraints.