

REQUEST FOR PROPOSALS  
FOR  
SARATOGA SPRINGS HOUSING AUTHORITY

**DEVELOPMENT CONSULTANT**

Release Date: February 4, 2019

**RESPONSE DATE AND TIME:**  
**Monday, March 4, 2019 by 12:00PM**

SOLICITATION NO: 2019-2

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ATTACHMENTS: **(Attachments must be completed and returned with proposal)**  
A) Non-Collusive Affidavit

EXHIBITS: A) Instructions to Offerors – Non-Construction (form HUD 5369-B)  
B) General Conditions for Non-Construction Contracts Section 1 (form HUD 5370-C1)

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

## **SECTION I – GENERAL TERMS AND CONDITIONS**

### **1.1 SUMMARY STATEMENT**

The Saratoga Springs Housing Authority, hereinafter referred to as the “Authority,” has a need for a Development Consultant for potential RAD conversion of part or all of its portfolio.

The intent of this Request for Proposals (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 Saratoga Springs and the central office is located at 1 South Federal St Saratoga Springs, NY 12866. 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. The Authority administers several affordable housing programs, serving about 339 families.

### **1.2 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.

### **1.3 CONTRACT TYPE**

The contract that results from this RFP will be an indefinite-delivery type contract. The Authority reserves the right to make multiple contract awards for any or all of the services required pursuant to this RFP.

### **1.4 CONTRACT DURATION**

The contract resulting from this RFP shall be for a period of three (3) years commencing on or about in April 1, 2019, with the option to extend the contract for two (2) additional one (1) year periods. Extensions will be decided prior to the end of each one (1) year period. The option to extend is exclusively at the discretion of the Authority.

### **1.5 INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the Authority is

contracting with the successful offeror 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 of past performance (including contacting previous clients of the contractor), and financial and technical resources. If a prospective contractor is found to be non-responsible, a written determination of non-responsibility shall be prepared and included in the contract file, and the prospective contractor 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 the subcontractors.

### **1.8 MANDATORY CONTRACTUAL TERMS**

By submitting a proposal in response to this RFP, an offeror, if selected for award, shall be deemed to have accepted the terms of this RFP, and any revisions 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 the elected officials, employees, officers, directors, and representatives of the Authority, individually or collectively, from and against any and all costs, claims, 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 law and without waiving any defenses of the parties under New York law. The provisions of this indemnification is solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Contractor shall promptly advise the authority in writing of any claim or demand against the Authority or contractor known to contractor related to or arising out of contractor's activities under this contract and shall see to the investigation and defense of such claim or demand at contractor's cost. The Authority shall have the right, at its option and at its own expense, to participate in such defense without relieving contractor of any of its obligations under this paragraph.

It is the express intent of the parties to this contract, that the indemnity provided for in this section, is an indemnity extended by contractor to indemnify, protect and hold harmless the Authority from consequences of the Authority's own negligence, provided however, that the indemnity provided for in this section shall apply only when the negligent act of the Authority is a contributory cause of the resultant 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 "*Development Consultant.*" 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 Saratoga Springs Housing Authority and the U.S. Department of Housing and Urban Development as Additional Insured.

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

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

Type	Amount
Workers Compensation Employer's Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence
Professional Liability	\$1,000,000/\$1,000,000

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

shall pay any costs incurred resulting for said changes.

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

- Name the Authority and its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the Authority, with the exception of the 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 Certificate 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 as limiting in any way the extent to 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 INVOICING**

Invoices for the payment of services at the hourly rate identified in the proposal shall be submitted to the Authority in a monthly summary format for work performed in the preceding month. The format for each period of service will include date and time of service, a detailed description of work performed, time spent on the service, hourly rate, and time multiplied by the hourly rate, and a total invoice amount.

### **1.12 Amendments:**

If it becomes necessary to revise this RFP, amendments will be posted at <http://www.saratogaspringspha.org/>. It is the responsibility of the proposer to check this website throughout the open RFP period. The Authority will not be responsible for incorrect proposals due to offeror's noncompliance with amendments.

## **SECTION II – SCOPE OF SERVICES**

### **2.1 PURPOSE**

The Authority is seeking a qualified firm to provide development consulting services in regards to its RAD development and redevelopment efforts. The development consultant will be a direct advisor to the Authority and its affiliates throughout the term of the engagement.

The purpose of this RFP is to obtain meaningful, technical, competitive proposals so the Authority may select a consultant that meets its RAD development needs. Single or multiple awards may be made through this solicitation. Proposers should be acquainted with the Authority's enabling statute, as well as relevant local, state and federal laws and regulations. Prior to submitting a proposal, proposers, at their own expense, must secure any personnel and licenses required to perform the scope of work.

### **2.2 SCOPE OF SERVICES**

The firm selected to provide the consulting services described in this RFP shall be qualified to provide expert advice to the Authority on the following:

- Advise and assist the Authority in identifying project financing options with specific expertise in the understanding and preparing of applications including HUD Rental Assistance Demonstration, New York State Homes and Community Renewal Multifamily Programs Unified Funding and Community Investment Fund, New Markets Tax Credits, HUD Special Applications Center Demolition/Disposition, FHA financing, Project Based Vouchers, tax exempt or other bonding transactions and other development related funding opportunities.
- Advise and assist the Authority on negotiating with the Developer Partner to execute development agreements that will serve as controlling documents for implementation of projects.
- Advise and assist the Authority involving the negotiation, preparation and review of all contracts, agreements, documents and other writings necessary to implement or assist in the implementation of all phases of any real estate development and/or redevelopment-related work, including property disposition. Examples include documents such as ground leases, Payment in Lieu of Taxes, regulatory and operating agreements, letters of intent agreement business terms with investors, declarations of trust and restrictive covenants, management agreements, development term sheets and agreements, mixed finance amendments to the ACC, NYS DHCR reservation of Tax Credits, program income agreements and loan documents.
- Advise and assist the Authority on the reorganization and/or formation of any subsidiary or entity to act as an ownership, development or lending entity,

relative to development projects.

- Advise and assist the Authority with negotiating and reviewing agreements and/or contracts related to any non-residential development on-site or off-site in the development projects' impact areas.
- Advise and assist the Authority with real estate acquisition and real estate disposition matters involving public and private real estate opportunities and other property related issues, i.e., title clearance, condemnation, environmental mitigation, etc.
- Advise and assist the Authority with residential real estate mortgage loan closings and in matters involving HUD, New York State Housing Finance agencies, County, City and other alternative funding agencies regulations, rules, and procedures including, but not limited to, LIHTC and all relevant HUD funded programs.
- Advise and assist the Authority in matters with the US Department of Housing and Urban Development, New York State Homes and Community Renewal, and other entities.
- Advise and assist the Authority in evaluating all financial transactions including pro forma documents, operating statements, financing strategy and structure, and the Authority's ownership interests.
- Provide all other consulting services necessary for Authority real estate development that may not be contained in this RFP, and involving all development phases including planning, predevelopment, closing, development, construction, lease and operations, and completion.

## **2.3 PUBLIC HOUSING PROPERTY PORTFOLIO DESCRIPTION**

### **Jefferson Terrace**

Jefferson Terrace was constructed in 1952, consisting of 19 buildings housing 75 units. Jefferson II was constructed in 1962 consisting of 9 buildings housing 30 units. Jefferson Terraces has several handicap accessible apartments. In addition, there is a maintenance garage, a playground area, Head Start office and laundry room.

### **Vanderbilt Terrace**

Vanderbilt Terrace was constructed in 1970 consisting of 15 buildings consisting housing 58 units. Vanderbilt Terrace has several handicap accessible apartments. In addition, there is a maintenance garage, a playground area, Head Start office and laundry room.

### **Stonequist Apartments**

The Stonequist Apartment building was constructed in 1970 as a 10-story high rise housing 176 units. Stonequist has several handicap accessible apartments. In addition, there is a maintenance garage, laundry room, a Community Room with multi-media center, fireplace,

dining area, kitchen with commercial style stove and barber shop. The Housing Authority's Administrative Offices are located on the main floor.

### **SECTION III – EVALUATION FACTORS**

#### **3.1 EVALUATION**

Proposals shall be evaluated on the criteria stated in this RFP in accordance with the Competitive Proposal procurement method. The criteria and process for determining the selection of the successful consultant are at the sole and absolute subjective discretion of the Authority. Proposed fees will be considered as part of the selection criteria; however, the Authority will not be making its selection based solely on lowest pricing.

All vendors shall respond to the following criteria:

<b>EVALUATION FACTORS</b>	<b>POINTS</b>
Capacity of Organization: Respondent must demonstrate sufficient capacity to carry out specified consulting services in a timely manner.	15

Qualifications: Respondent must demonstrate how they qualify to perform what is specified in the Scope of Services.	15
Experience: Respondent must provide evidence that they have relevant experience in successfully accomplishing what is specified in the Scope of Services. Provide three business references with a brief description of the relationship with the reference.	15
Approach to the Project: Respondents must describe their specific methods or processes for advising on matters in the Scope of Services.	15
Price Proposal: Respondents must demonstrate that the proposed fee is reasonable according to industry standards, years of experience, and geographic area	40

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

## **SECTION IV – PROPOSAL INSTRUCTIONS**

### **4.1 POINT OF CONTACT**

The sole point of contact for the Authority for purposes of this RFP prior to the selection of an offeror is the Authority's Procurement Administrator. All contact relative to this RFP must be made in writing and directed to:

Paul Feldman, Procurement Administrator  
 PFeldman@sspha.org  
 Saratoga Springs Housing Authority  
 1 South Federal St  
 Saratoga Springs, NY 12866

### **4.2 FORMAT AND CONTENT OF PROPOSALS**

When responding to this RFP, submit the following information in the order specified

below. Be sure to address in your response all factors in section 3.1.

**TAB 1:** Letter of Interest Signed by Official Authorized to Bind the Company

**TAB 2:** Capacity of Organization

**TAB 3:** Qualifications

**TAB 4:** Experience (include references)

**TAB 5:** Approach to the Project

**TAB 6:** Price Proposal

**TAB 7:** Completed Non-Collusive Affidavit (Attachment-A)

#### **4.3 GENERAL INFORMATION**

- A. Prepare the proposal in a practical, legible, clear, and straightforward manner.
- B. Answer each evaluation factor completely. Refer to Section III, Evaluation Factors, for the evaluation factors that will be used to evaluate proposals. Any omissions must be completely explained and justified.
- C. The proposal shall be signed by an official authorized to bind the company.
- D. Proposals submitted are irrevocable for 90 days following the closing date. This period may be extended at the Authority's request only with the offeror's written consent.
- E. Any actual offeror may protest the solicitation or selection of a contractor for serious violations of the principles of this statement. Any protest against a solicitation must be received before the due date for receipt of proposals, and any protest against the selection of a contractor must be received within ten (10) calendar days after contractor selection, or the protest will not be considered. All protests shall be in writing, and shall be directed to the Point of Contact's e-mail address listed in Section 4.1 of this RFP. A written decision on the matter shall be issued. Procurement may be suspended 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, services 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 proposals that have already been received may be rejected if: the supplies, services, 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 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 offerors solicited and, if appropriate, shall explain that they will be given an opportunity to compete on any solicitation or future procurement of similar items.

## **SECTION V – PROPOSAL SUBMITTAL**

### **5.1 FORM OF SUBMITTAL**

Submit one (1) clearly labeled original and three (3) copies of your proposal and completed Attachment-A in a sealed package, addressed as follows:

Saratoga Springs Housing Authority  
1 South Federal St  
Saratoga Springs, NY 12866

Attention: Paul Feldman  
PROPOSAL - DO NOT OPEN  
DEVELOPMENT CONSULTANT  
SOLICITATION NO: 2019-2

### **5.2 DELIVERY OF PROPOSAL**

The proposals shall be properly addressed as shown in 5.1, and delivered or mailed so

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

### **5.3 RESPONSE DATE AND TIME**

The response date and time is:

**Monday March 4 at 12:00PM**