



Serving The Community Since 1944

Administrative Offices

One Eddy's Lane
Troy, NY 12180

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REQUEST FOR COST PROPOSALS (RFCP)
(Sent 05-07-2019 for reply by 10:00AM on 05-29-2019)
Sealed Cost Proposals will be opened at 10:00AM on 05-29-2019
At the Administrative Offices of the Troy Housing Authority (THA)

The Troy Housing Authority is seeking cost proposals for improvements at Kane Apartments (5 115th Street, Troy, NY 12182) and Conway Court Apartments (12 Conway Court, Troy, NY 12180) that will consist of removal of existing traditional bath tubs and replacing them with low maintenance shower stalls. The shower will need to have a low threshold and/or easy to install ramp and sufficient grab bars so that it can be used, if needed, by a person with a mobility impairment. The installation should include a rod for a standard tenant supplied shower curtain that will prevent water from escaping onto the floor. Kane Apartments consists of 60 apartments and Conway Court consists of 41 apartments. Each apartment has one bathtub requiring conversion. Generally, conversions will occur in occupied apartments. While there are community restrooms in each building that tenants may access the work may not deny tenants access to their own bathroom facilities during overnight hours. Therefore, work will need to be structured to allow tenants at least limited access to the bathroom (toilet and sink) overnight.

Attached are the original construction plumbing floor plans for each site as well as photos of existing conditions. There will also be an opportunity to visit each site and view vacant apartments to take measurements and evaluate field conditions on Friday, 05-17-2019. We will begin at 10:00 AM at Conway Court and then proceeding to Kane Apartments.

For budgetary purposes we are requesting cost proposals at different price points, anticipating that working on multiple units at one location simultaneously will reduce costs. The selected vendor will need to be able to perform the work at the price point is selected by the Troy Housing Authority

# of Conversions	THA Comments	Proposed Cost	Proposer Comments (use additional pages as needed)
1	At either location	\$	
2-10	At either location	\$	
11-19	At either location	\$	
20-41	At either location or all of Conway	\$	
41-60	At either location or all of Kane	\$	
101	All at both sites	\$	

All persons and entities submitting a cost proposal must read the pages attached and provide all required documentation. Questions may be submitted in writing by 4:00PM 05-21-2019 to the Director of Planning at the Troy Housing Authority Administrative Offices or by email to info@troyhousing.org. Questions will be responded to by 4:00PM on 05-23-2019

Date Submitted: _____ Available to start date: _____

Company: _____ Representative: _____

Address: _____ Phone: _____

Signature: _____



GENERAL CONDITIONS:

Definitions:

“Contract” shall mean the contract executed by the Authority and the bidder, of which these General Conditions form a part.

The term “Authority” shall mean the Troy Housing Authority.

The terms “Authority” and “Contractor” mean the respective parties to the contract. Contractor is the bidder whose proposal is accepted and with whom a contract is signed.

The term “Contract” means the volume of information, which includes the Description of Work and Proposal Form and General Conditions.

Services and Materials:

Except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, taxes legally collectible because of the work, and all other services and materials of every natural cause whatsoever necessary to perform the work covered under the Contract and deliver it complete in every respect within the specified time.

Supervision:

The Contractor shall personally supervise the work and have competent supervision at the work site at all times.

Safety must be the Contractor’s prime concern at all times.

Subcontracts:

The successful bidder shall not assign, sublet or dispose of this contract or any interest therein, or any part thereof, without first having obtained written approval of the Authority.

Business License:

All bidders will be required to submit a copy of their business license (DBA), and an affidavit attesting under penalty of perjury to the accuracy of the information provided. Failure to provide or falsification of these documents may, at the sole and absolute discretion of the Authority, result in disqualification of the bidder.

Compliance:

The Contractor agrees to comply with all laws, ordinances, rules, and regulations bearing on the conduct of work as specified.

Inspection and Approval:

The actual performance of work and supervision shall be performed by the Contractor but the Authority shall, at all times, have access to the premises for the purpose of observing or inspecting the work performed by the Contractor. All work done and all materials furnished shall be subject to the Authority’s inspection and approval.

Protection of Work Property:

The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Authority’s property and all adjacent property from injury or loss arising in connection with activities under the Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract documents or such as may be caused by agents or employees of the Authority. The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work.

Claims:

By execution of a Contract, the Contractor warrants that he/she has fully acquainted himself with the conditions existing relating to materials and labor, and that he/she fully understands the facilities, difficulties, and restrictions attending the execution of the work under the Contract.

Should the Contractor encounter latent conditions at the site materially differing from those provided for this Contract, or unknown physical conditions differing materially from those inherent in character of the work provided for in this Contract, he/she shall promptly, and before such conditions are disturbed, notify the Authority.

Handling of Disputes Will Be As Follows:

- a. If the Contractor has a claim against the Authority, the Contractor must submit the claim in writing within thirty (30) days of the occurrence.
- b. The Executive Director shall within thirty (30) days after the receipt of the request decide on the claim or notify the Contractor the date by which the decision will be made.
- c. The Executive Director's decision will be final unless the Contractor appeals in writing to the Authority's Board of Commissioners. The Contractor must make such an appeal within thirty (30) days of written notification of the Executive Secretary's decision.

INSURANCE:

The successful bidder will be required to furnish proof of having a Comprehensive General Liability Coverage, Bodily Injury protection for \$1,000,000.00, Workman's Compensation Insurance in accordance with the State Compensation Laws and \$500,000.00 Auto Insurance. The Troy Housing Authority is to be named "Additionally Insured" and as "Certificate Holder" on all insurances. **Proof must be submitted within ten (10) working days after contract award.**

The successful bidder shall provide the Authority one original and one certified copy of the insurance policy(ies) prior to commencement of any work. The insurance company agrees that the policy(ies) shall not be cancelled, changed or allowed to lapse until ten (10) days after the Authority has received written notice of the cancellation or change or lapse, as evidenced by return receipt of certified or registered letter, and it is agreed further that as to lapsing, such notice will not be valid if mailed more than 15 days prior to the expiration date shown on the policy.

TERMINATION OF AGREEMENT

The Authority has the right to terminate this contract for cause by giving thirty (30) days written notice to the Contractor and paying for all previous work successfully and satisfactorily completed up until the date of contract termination. Some reasons may be as follows:

- a. adjudged bankruptcy or a general assignment for the benefit of creditors of the appointment of a receiver due to insolvency;
- b. Violation of the provisions of the Contract or refusal or failure to supply sufficient skilled workmen or materials;
- c. Failure to make prompt payments to employees or subcontractors for materials or labor;
- d. Persistent disregard of the laws, local ordinances, or Housing Authority instructions;
- e. Persistent unsatisfactory service.

The notice is to contain the reasons for the intent to terminate, stating date and time for termination. In the event of termination, the Contractor shall not be entitled to receive any further payment for work completed past the termination date. The Authority reserves the right, in its sole discretion, to determine whether or not the service is satisfactory.

EQUAL EMPLOYMENT OPPORTUNITY

The Troy Housing Authority is an Equal Opportunity Employer. Troy-based Section 3 Contractors, Minority-owned Business Enterprises (MBE) and Women-owned Business Enterprises are encouraged to apply. A Minority Business Enterprise (MBE) is one, which is owned and controlled by at least fifty-one percent (51%) minority member(s). Minority group members are citizens of the United States who are Black, Hispanic, Asian Pacific Islanders, American Indians, or Alaskan Natives. A Women Business Enterprise (WBE) is one that is at least fifty-one percent (51%) owned and controlled by a woman or women who are citizens of the United States. Section 3 are residents of public housing or a business that is owned by a Section 3 resident or employs Section 3 residents.

During the performance of the contract, the Contractor agrees to the following:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during the employment without regard to their race, color, religion, sex, national origin, or handicap.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.

ADDITIONALLY REQUIRED SUBMISSIONS

Certification of Non-Segregated Facilities and Certification of Non-Collusive Bidding forms are to be submitted with the bids. (Included in Specifications)

SEPARATION OF WORK

The Authority can, at its sole discretion, divide the work between successful bidders for the Federal and State developments, should it be deemed to do so in the Authority's best interest.

REPORT AND BILLING

The contractor is to report completion of each conversion to the Troy Housing Authority for inspection. The contractor may bill the housing authority on a weekly or monthly basis for all work completed and accepted.

LABOR PROVISIONS, WAGE RATES

- A. The Contractor agrees to abide by all applicable provisions of the New York State Labor Law.
- B. **Federal Wage Rates** that apply to this contract are included. (HUD FORM 52158)

CERTIFICATION OF NON-SEGREGATED FACILITIES

Certification of non-segregated facilities. By signing this bid, the bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward a notice to his/her proposed subcontractors as provided in the instructions to bidders.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: _____ 20__ . _____
(Name of Bidder)

Official address: _____ By _____

_____ Title _____

CERTIFICATION STATEMENT OF NON-COLLUSIVE BIDDING
(To be Completed by All Bidders)

Non-collusive bidding certification. By submission of this bid or proposal, the bidder certifies that:

(A) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (B) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (C) No attempt has been, or will be, made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (D) the person signing this bid or proposal certifies he/she has fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties applicable to the bidder as well as to the person signing in its behalf; (E) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal in behalf of the corporate bidder.

Certified By _____
Title _____

RESOLUTION
(To be completed by Corporate Bidders Only)

Resolved By _____

be authorized to sign and submit the bid or proposal of this corporation for the following project

(Description of Project)

and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporation bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by _____ day of _____ 20____.
corporation at a meeting of its board of directors held on the _____ day of _____ 20____.

(SEAL OF CORPORATION)

SECRETARY