

Invitation for Bid
for
Lawn Maintenance Services



Serving The Community Since 1944

Issue Date: December 16, 2024
Bid Due Date: January 10, 2025 at 2PM

Issued by:
Selena Skiba
Director of Finance
Troy Housing Authority
1 Eddy's Lane
Troy, New York 12180

Phone: (518) 273-3600 Ext.421
Facsimile: (518) 274-6633

INVITATION FOR BID LAWN MAINTENANCE SERVICES

THA CONTACT PERSON	Selena Skiba, Director of Finance
HOW TO OBTAIN THE IFB	<p>Website: www.troyhousing.org</p> <p>E-mail: info@troyhousing.org</p> <p>In Person: Troy Housing Authority Administration Office One Eddy's Lane Troy, NY 12180</p>
MAILING ADDRESS FOR SUBMISSION OF BIDS AND LOCATION OF BID OPENING	<p>Submit 3 bound copies and 1 electronic copy (flash drive) of the Bid in a SEALED envelope to:</p> <p>Troy Housing Authority Selena Skiba, Director of Finance Administration Office One Eddy's Lane Troy, NY 12180</p>
DATE ISSUED	December 16, 2024
MANDATORY SITE VISIT MEETING	December 20, 2024 at 9:00 am
Q & A DEADLINE	January 3, 2025 at 12:00 pm
BID SUBMISSION DEADLINE & DATE & TIME OF BID OPENING	January 10, 2025 by 2:00 pm
ANTICIPATED AWARD DATE	January 30, 2025

SCOPE

The Troy Housing Authority (THA) is accepting bids to provide Lawn Maintenance Services at the following apartment complexes:

- Kennedy Towers Complex, 2100 Sixth Avenue, Troy, NY 12180
 - Grand Street Apartment Complex, 521 Grand St., Troy, NY 12180
 - Griswold Heights Apartment Complex, 100 Griswold Heights, Troy, NY 12180
 - John P Taylor Apartment Complex, Buildings 3 & 4, 125 River St., Troy, NY 12180
 - Conway Court Apartment Complex, 12 Conway Court, Troy, NY 12180
 - Edward Kane Apartment Complex, 5 115th St., Troy, NY 12182
 - Corliss Park Apartment Complex, 1450 Corliss Park, Troy, NY 12182
 - Peter Guenette Veterans Housing Apartment Complex, 6-8 115th St., Troy, NY 12182
 - Arnold Fallon Apartment Complex, 847 River St., Troy, NY 12180
 - Margaret w. Phelan Apartment Complex, 17 Hopkins St., Troy, NY 12180
 - Catherine M. Sweeney Apartment Complex, 100 Catherine Sweeney Apartments, Troy, NY 12180
 - Martin Luther King Apartment Complex, 1 Eddy's Lane, Troy, NY 12180
 - Arnold Fallon Apartment Complex, 847 River Street, Troy NY 12180.
- A. The work consists of providing all labor, material, equipment, fuel and other resources needed to complete the mowing and vegetation maintenance of each development on a weekly or as needed basis.
- B. All buildings, trees, shrub areas, fence lines, posts/poles and curbing including adjoining Authority sidewalks/ramps and parking areas, mulched beds, sidewalk edges (as needed), generator areas (inside and out), bilco door areas, culverts, tenant yard areas, stairs and any fixed ornamental fixtures must be string or hand trimmed each time the development is mowed. It is the responsibility of the contractor to locate and request any keys from the respective site offices that may be needed to access gated areas for mowing prior to commencing the mow.
- C. Bushes and shrubs will be trimmed and pruned 3 times a season: 1) prior to June 1st, 2) Between July 4th and August 1st, 3) Between September 15th and October 1st. Bushes and shrubs should be maintained with either gas-powered or manual hedge trimmers. Dormant pruning will be evaluated each year and quoted separately.
- D. Work includes the use of bagging-type mowing equipment that will appropriately contain all mowing clippings where specified, and mulching mowers with appropriate plates and blades elsewhere. All clippings are to be properly disposed of, off and away from Authority property. Any remaining grass clippings shall be cleaned from all walkways, entrance areas and parking areas. Any clippings from vegetation maintenance must also be properly cleaned and disposed of.
- E. The work includes physical removal of weeds and organic matter within non-tenant THA planting beds on a monthly basis.

- F. The aim of the work is to provide and maintain a neat and well-kept appearance to the THA properties that are included in this specification.

1. SPECIFICATIONS

- A. The contractor shall participate in site visits on December 20, 2024 beginning at 9:00 am, to verify the acreage and all conditions affecting the work as described in the scope of work prior to bidding. Failure to participate in site visits will exclude you from bidding.
- B. The term of the agreement will be for the 2025 mowing season, with the option to renew under the same terms and conditions for two (2) additional one (1) term mowing seasons for 2026 and 2027.
- C. The Authority specifically reserves the right to increase or decrease the number of mowings at its sole option and discretion depending on such factors as funding levels, weather, and desired appearance. If the contractor requires an additional mowing to achieve the desired appearance, he/she will notify the respective Asset Manager in writing of the conditions prior to proceeding with the work. The Asset Manager will then agree or disagree with the assessment and notify the contractor in writing to proceed or not.
- D. Bids are to be based on per mow and an expectation of twenty-six (26) mows per site per season with the assumption that the beginning and end of the season will require less frequent mows per month, and mid-season will require more frequent mows that will not exceed more than one (1) mow per week.
- E. Contractor **must pick up and appropriately dispose of all trash, litter, limbs, rocks and debris** before mowing for safety. Troy Housing Authority Staff pick up the grounds daily to minimize trash, litter, limbs, rocks, and debris. The contractor should be cognizant that THA staff reports at 7:30am and begins grounds clean-up. Contractors must coordinate scheduling to ensure THA can properly clean the grounds before mowing commences.
- G. Contractor cannot dispose of clippings on Authority property but can place trash found on Authority property in Authority owned trash containers.
- H. Cutting height must be no lower than 2” and no higher than 3”. Cutting blades must remain sharply honed during all mowing.
- I. Contractor must remove clippings from all paved or finished surfaces at the end of each workday of mowing and in all developments mowed.
- J. The Contractor must either string or hand-trim all curb-lines & road gutters. In the event that a resident’s car need be moved to accommodate mowing, the contractor or his/her designee shall notify the respective site manager.

2. SITE SPECIFICS

- A. **Griswold Heights Complex:** Contractor is to include as part of work in his/her bid,

the fenced in areas at Buildings 9 thru 13. Residents will be notified of the need to remove belongings prior to the mow. The entire mow site is to include Madison Avenue to Project Road and Project Street curb to curb to curb.

- B. **Kennedy Towers Complex:** Contract work area is considered Jacob Street to Peoples Avenue/Federal Street (curb to curb) (north to south) and 8th Street to 6th Avenue (curb to curb) (East to west).
- C. **John P. Taylor Complex:** Contractor is to include the vacant properties at buildings 3 and 4 in the scope. The total contract work area is Taylor Buildings 3 through 4.
- D. **Margaret Phelan Apartment Complex:** Contractor is to include season-long Trimming of the vegetation on the fence-line behind Apartments 1-26 and open lot on Thompson Street
- E. **Grand Street Apartment Complex:** Contract work area is considered 5th Avenue to 6th Avenue between Grand & Federal Streets.
- F. **Conway Court Apartment Complex:** Contract work area is to include the front of the property out to Conway Court sidewalk as well as the fenced in back yard.
- G. **Edward Kane Apartment Complex:** Contract work area is to include the fenced in back yard as well as the front & 2nd Avenue side and alley side of property.
- H. **Peter Guenette Veterans Housing Complex:** Contract work area is to include the 115th side, 2nd Avenue side & alley side of property including maintenance of the small memorial area as well as surrounding bushes and shrubs.
- I. **Corliss Park Apartment Complex:** Contract work area is to include 8th Avenue to New Turnpike Road East to West, North and South curb to curb.
- J. **Catherine Sweeney Apartment Complex:** Contract work area to include 4th Street side, Trenton Street side as well as within the site.
- K. **Martin Luther King Apartment Complex:** Contract work area is to include all turf areas contained within the complex. . Contract work area also to include recurring maintenance of the hill behind the lodge, buildings 8 & 12. Contract work area will also include along the exit ramp and in between resident fencing and the ramp. Private tenant fenced in yard will be accessible and Contractors will be expected to include these areas in their bid.
- L. **Arnold Fallon Apartments:** Contract work area is to include River Street side, Glen Avenue Side, Lafayette street side all the way to Turner Street. Private resident fenced in areas are not to be included in the scope of work.
- M. On **Friday, December 20, 2024 at 9:00AM** there will be a pre-bid site inspection where interested bidders will be required to inspect the grounds of each development. The site

walkthrough will start at the **Kennedy Towers Complex, 2100 6th Avenue, Troy, NY 12180. Prospective Bidders are required to attend.**

3. EXPERIENCE

Prospective bidders must be able to prove to the Troy Housing Authority that they have successfully engaged in operating a lawn maintenance business for the past five (5) years. Bidders will also be required to submit a list of equipment they will propose to use so that THA can judge whether it complies with the specifications requested in this RFB.

4. AUTHORIZATION

The Authority shall issue a Purchase Order authorizing the Contractor to proceed as per schedule to mow and trim the Authority's properties.

5. HOURS OF OPERATION

The main hours of lawn maintenance work shall be performed Monday through Friday, between the hours of 8:00AM and 7:00PM. Due to the mowing schedule being delayed by circumstances arising beyond the contractor's reasonable control, Saturday and Sunday work hours are permitted. However, these hours must be between 9:00AM and 7:00PM on Saturday and 10:00AM and 7:00PM on Sunday.

6. SUPERVISION

- A. The contractor shall furnish the necessary qualified supervision to oversee all mowing Operations.
- B. If any of the contractor's personnel are not satisfactory to the Authority or the Asset Manager, the contractor shall replace such personnel with those who are satisfactory.
- C. The contractor shall use all reasonable care, consistent with his rights to manage and control his operations, not to employ any persons or use any labor, or use or have any equipment or permit any condition to exist which shall or may cause or be conducive to any labor complaints, problems, disputes or controversies at the Authority or which interfere or are likely to interfere with the operation of the Authority.
- D. Contractor shall immediately give such notice to the Authority or Asset Manager to be followed by written progress reports, as shall be reasonably necessary to advise the Authority or Asset Manager of any and all impending or existing labor complaints, problems, disputes or controversies and the progress thereof that contractor in his opinion believes may interfere with the operation of the business. Contractor shall use his best efforts to resolve any such complaint, trouble, dispute, or controversy.

7. REPORT AND BILLING

- A. After each mowing, the respective Asset Manager will complete a full site inspection to ensure the specifications within this bid have been adhered to. If circumstances arise requiring the contractor to return to the site, the Asset Manager or their designee will communicate such to the contractor. The contractor will keep a copy of a completed work ticket at the conclusion of each mow. There is no longer a signature required at the conclusion of each mow.
- B. Contractor will submit an invoice, including the relative Work/Service Tickets for reconciliation with the respective Asset Manager, upon completing the mowing specified at each development site on a monthly basis.

C. The Authority will inspect all work and pay upon satisfactory completion. Reasons for not accepting the contractors work may include but are not limited to:

- Not trimming or edging properly
- Failure to maintain bushes and/or shrubs and other specified vegetation
- Blowing clippings and debris into tenant maintained areas or on tenants private property
- Damage to grounds, buildings or property
- Leaving patches of uncut grass
- Failure to pick up trash and debris before cutting
- Creating safety hazards to residents when cutting
- Failure to maintain required insurance

QUESTIONS

Prospective bidders with questions pertaining to the IFB must request so in writing prior to January 3, 2025 at 12:00 p.m. to selena.skiba@troypousing.org. All questions will be compiled and answered in the form of an Addendum. All agencies on record with THA will receive a copy of the Addendum.

BID SUBMISSION

The Troy Housing Authority will receive sealed proposals (3 bound copies) for the Lawn Maintenance Services no later than **2:00PM, Friday, January 10, 2025**. Bids should be forwarded to the attention of:

Troy Housing Authority
Administrative Offices
Attn: Selena Skiba, Director of Finance
One Eddy's Lane
Troy, NY 12180

ALL BIDS MUST BE CLEARLY LABELED: "BID for Lawn Maintenance Services"

The Troy Housing Authority reserves the right to waive any informality in, or reject any and all bids without prejudice or explanation. The Troy Housing Authority can, at its sole discretion, divide the work between responsible bidders for the properties noted in the "Invitation to Bid" should it be deemed to do so in the Authority's best interest. The Troy Housing Authority is an Equal Opportunity Employer.

BID OPENING TIME

Bids will be opened on **Friday, January 10, 2025 at 2:00PM** at the Troy Housing Authority Administrative Office, One Eddy's Lane, Troy, New York 12180.

You are urged to mail your bid early. Late bids will not be accepted and will be returned unopened to the contractor. Do not rely on overnight delivery services since they may not make your delivery on time.

GENERAL CONDITIONS

UNBALANCED BIDS

The Troy Housing Authority reserves the right to reject any and all bids not deemed in the best interest of the Authority and to reject as informal such bids, as in the Authority's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant that the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

MULTIPLE AWARD BIDS

Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of a contractor error or inability to supply an item.

CONTRACT PERIOD

The term of the agreement will be for the 2025 mowing season, with the option to renew under the same terms and conditions for two (2) additional one (1) term mowing seasons for 2026 and 2027.

BID RESERVATIONS

Bids submitted shall remain in effect for **Sixty (60)** days past the date of bid opening.

CANCELLATION CLAUSE

The Authority reserves the right to cancel the contract at any time during the contract term by written thirty (30) day notice mailed to the address of the contractor.

INSURANCE REQUIREMENTS

Contractor shall procure and maintain insurance for protection from all claims arising out of Contractor's services, work, operations, and activities. Contractor must have adequate insurance coverage for all claims arising out of or in consequence of the acts and omissions of the Contractor, or any subcontractor of the Contractor, including but not limited to claims for damages for death, bodily injury, or property damage, of any kind or nature. The Troy Housing Authority (including its officers, agents, and employees) shall be named as Additional Insured on Contractor's policies of insurance. There shall be no material undisclosed policy exclusions or exceptions on the required insurance coverages.

Contractor will procure and maintain at its own expense:

- 1) Commercial general liability and contractual liability on an occurrence basis for all personal and bodily injuries and property damage, with minimum coverage limits of One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) general aggregate per project/location.
 - a) Liability insurance policies will not be accepted that:
 - i) Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy or equivalent) so as to limit coverage against claims that arise out of work; or

- ii) Remove or modify the “insured contract” exception to the employer’s liability exclusion;
or
 - iii) Do not cover the Additional Insured for claims involving injury to employees of the named insured or its subcontractors or their employees.
- b) Contractor shall require that its subcontractors carry insurance with the same limits and provisions as provided herein. Contractor will maintain certificates of insurance for all subcontractors as part of the Contractor’s records.
- 2) Professional Liability/Errors & Omissions coverage of at least One Million Dollars (\$1,000,000) for each occurrence/Two Million Dollars (\$2,000,000) aggregate per project/location or claim.
 - 3) Workers compensation insurance as required by law, employer's liability insurance, and statutory disability benefits insurance as required by law.
 - 4) Comprehensive motor vehicle liability coverage on owned, hired, leased, or non-owned motor vehicles with coverage limits of not less than One Million Dollars (\$1,000,000) combined for each accident, for bodily injury, sickness, or disease sustained by any person, caused by accident, and arising out of the ownership, maintenance, or use of any motor vehicle, as well as for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any motor vehicle.
 - 5) Commercial umbrella insurance coverage with minimum coverage limit of Five Million Dollars (\$5,000,000).
 - 6) All Risk Property Coverage – Contractor shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage Insurance Contractor may deem necessary to protect Contractor against loss of owned or rental capital equipment and tools. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Contractor’s failure to secure such insurance and/or to maintain adequate levels of coverage shall not obligate the Troy Housing Authority, its agents or employees, for any losses. Any such insurance policy shall include a waiver of subrogation clause as follows: “It is agreed that in no event shall this insurance company have any right to recover against the Troy Housing Authority and the Troy Housing Authority is to be held harmless by the Insured and this Insurance carrier.

Each and every policy of insurance required by this Agreement shall be in form and content satisfactory to the Troy Housing Authority, and shall provide:

- 1) *Additional Insured.* The Troy Housing Authority (including its officers, agents, and employees) shall be named Additional Insured including premises operations and completed operations on a primary and non-contributing basis for all policies and coverages, including but not limited to the umbrella insurance coverage. The Additional Insured shall be held harmless and indemnified from any and all claims arising out of or in consequence of the Contractor’s services, work, operations, or activities under this Agreement or in any way arising out of or in consequence of the Contractor’s acts or omissions.
- 2) *Per Project Aggregate.* The insurance policies shall cover premises operations and completed operations on a per project basis.

- 3) *Waiver of Subrogation.* As to every type and form of insurance coverage required from the Contractor, there shall be no right of subrogation against the Troy Housing Authority, its officers, agents, or employees. If any of Contractor's policies of insurance prohibit such a waiver of subrogation, Contractor shall secure the necessary authorization from its insurance carrier to make this waiver effective.
- 4) *Waiver of Indemnities.* The Contractor waives any right of action it and/or its insurance carrier might have against the Troy Housing Authority (including its officers, agents, or employees) to be indemnified for any type of loss that is required by this Agreement to be covered by a policy of insurance, whether or not such loss is insured.
- 5) The Certificate of Insurance shall be in form and content satisfactory to the Troy Housing Authority. All referenced forms shall be provided with the Certificate. Additional information, including without limitation complete policies, shall be provided upon request.
- 6) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Troy Housing Authority.
- 7) The insurance policies shall be renewed upon expiration and continued in force unless the Troy Housing Authority is given thirty (30) days written notice to the contrary.

No services, work, operations, or activities shall be commenced under this Agreement until the Contractor has delivered to the Troy Housing Authority proof of issuance of all policies of insurance required by the Agreement to be procured.

Proof must be submitted within ten (10) working days after contract award.

If at any time, any of the insurance policies shall be or become unsatisfactory to the Troy Housing Authority, Contractor shall promptly obtain a satisfactory policy and submit proof of the same to the Troy Housing Authority for approval. Upon failure of Contractor to furnish, deliver, and maintain satisfactory insurance as provided above, this Agreement may, at the election of the Troy Housing Authority, be suspended, discontinued, or terminated. Failure of Contractor to procure and maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning defense and indemnification.

In the event that any part of the services, work, operations, or activities described in this Agreement is performed by an approved subcontractor of the Contractor, all of the insurance requirements of this Agreement shall be incorporated into the subcontract agreement with no additional exclusions or exceptions from coverage whatsoever. Subcontractor insurance requirements shall include but not be limited to the requirements for Workers' Compensation, Commercial General Liability, Umbrella Liability, and as applicable, Commercial Auto and/or Professional Liability. Contractor shall require that each and every subcontractor shall produce a Certificate of Insurance meeting all of the requirements of the Troy Housing Authority and documenting the required insurance coverages. A subcontractor's Certificate of Insurance in form acceptable to the Troy Housing Authority shall be provided to the Troy Housing Authority before that subcontractor may commence performance.

The carrying of insurance as required by this Agreement shall in no way relieve the Contractor, or its subcontractors, of any other responsibility or liability under this Agreement.

The Troy Housing Authority may approve a variance in writing from the insurance requirements herein for good and sufficient reason.

CONFLICT OF INTEREST

No director, officer, employee, agent, contractor, or subcontractor of the contractor shall be deemed to be an agent, servant, and/or employee of the Troy Housing Authority, past or present. The contractor shall not employ as a director, officer, employee, agent, contractor, or subcontractor, directly or indirectly in any capacity, any elected or appointed official of the Troy Housing Authority, the two school districts, or any member of their immediate family, past or present.

The contractors acknowledge and agree that all of its employees **must comply** with all applicable laws relating to this agreement, or the performance thereof, and that the refusal to supply such evidence and/or testimony shall be the cause for immediate termination of this agreement by the Troy Housing Authority

INDEMNIFICATION

The promises in this section are separate from the insurance requirements of this Agreement and shall apply whether or not the insurance requirements are fulfilled.

Each and every Contractor (as used in this paragraph the term “Contractor” shall include any and all of Contractor’s subcontractors), who shall agree to perform services, work, operations, or activities under this Agreement, or any part of it, shall defend, indemnify, and save harmless the Troy Housing Authority, its officers, agents, and employees, from and against any and all liability, loss, or other claims for damages for death, bodily injury, or property damage, or of any other kind or nature, arising out of or in consequence of the services, work, operations, or activities performed by the Contractor or any agent, servant, employee, subcontractor, consultant, or supplier of the Contractor, or of any failure to perform this Agreement, or in any way arising out of or in consequence of the Contractor’s acts or omissions, all to the fullest extent allowed by law. Contractor shall defend, indemnify, and save harmless the Troy Housing Authority, its officers, agents, and employees, from and against, without limitation, all losses, litigations, claims, actions, causes of action, proceedings, demands, damages, indemnities, suits, judgments, orders, rulings, appeals, costs, expenses, and all other elements of litigation (including without limitation reasonable attorney’s fees and other costs of defense), arising out of or in consequence of the Contractor’s services, work, operations, or activities under this Agreement, or any failure to perform this Agreement, or in any way arising out of or in consequence of the Contractor’s acts or omissions, all to the fullest extent allowed by law. Contractor shall defend, indemnify, and save harmless the Troy Housing Authority, its officers, agents, and employees, from and against any and all claims for injuries to the Contractor’s employees or the employees of any agent, servant, consultant, or subcontractor of Contractor, and any and all claims made by any person or entity (including without limitation all officers, employees, agents, contractors, subcontractors, consultants, suppliers, guests, invitees, uninvited persons, survivors, representatives, and distributees), arising out of or in consequence of Contractor’s services, work, operations, or activities or omissions on property owned by the Troy Housing Authority, all to the fullest extent allowed by law.

The parties intend that the promises in this section shall be consistent with New York General

Obligations Law Section 5-322.1. Therefore, for any contracts to which Section 5-322.1 applies, the promises herein shall not be construed as purporting to indemnify or hold harmless the Troy Housing Authority against liability for damage arising out of bodily injury to persons or damage to property contributed to, caused by or resulting from the negligence of the Troy Housing Authority, its agents or employees, whether such negligence be in whole or in part.

TERMINATION FOR CAUSE

The Troy Housing Authority reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should The Troy Housing Authority elect to terminate this contract for cause, Troy Housing Authority will notify the Contractor 10 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by The Troy Housing Authority.

TERMINATION WITHOUT CAUSE

The Troy Housing Authority may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

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 & 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. The Contractor must operate all equipment in a safe manner, avoid mowing where rocks or debris may be thrown from equipment, and stringently adhere to recognized mowing safety standards.

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.

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.

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 Bidder and Non-Collusive Affidavit forms are to be submitted with the bids.

SEPARATION OF WORK

Although it is the intent of The Authority to award the contract to a single contractor, 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.

LABOR PROVISIONS, WAGE RATES

The Contractor agrees to abide by all applicable provisions of the New York State Labor Law.

Bidder Certification

By signing below, Bidder certifies that the following statements are true and correct:

- He/she has full authority to bind Bidder and that no member of Bidder’s organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
- In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.,
- Bidder agrees that this Bid submittal shall remain open and valid for at least a period of 60 days from the date of the Bid Opening and that this Bid submittal shall constitute an offer, which, if accepted by THA and subject to the terms and conditions of such acceptance, shall result in a contract between THA and the undersigned Bidder,
- He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Bid.
- Bidder, nor the firm, corporation, partnership, or institution represented by the Bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of New York or the Federal Antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business,
- Bidder has not received compensation for participation in the preparation of the specifications for this Bid,
- Lobbying Prohibition: The Bidder agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

Signed _____

Print Name and Title _____

Company Name _____

_____ (Seal if by Corporation) Date: _____

Non-Collusive Affidavit

State of _____ County of _____
_____, being first duly

sworn, deposes and states:

That he/she is _____ (a partner or officer of the firm etc.)

The party making the foregoing bid, that such bid is genuine and not collusive or sham, that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price, or that of any Respondent, or to secure any advantage against:

Troy Housing Authority
1 Eddy's Lane
Troy, New York 12180

or, any person interested in the proposed contract, and that all statements in said bid are true.

Signature: _____
Respondent, if Respondent is an individual
Partner, if the Respondent is a partnership
Officer, if the Respondent is a corporation

BID FORM FOR LAWN MAINTENANCE SERVICES

LOCATION: Troy Housing Authority
Administrative Offices
One Eddy's Lane
Troy, NY 12180

BID DATE: January 10, 2025

BID TIME: 2:00 PM

Having carefully examined the Specifications for Lawn Maintenance Services for the Troy Housing Authority as well as the premises, conditions and equipment affecting the work, the undersigned hereby proposes to furnish all labor, material, equipment and other services necessary to satisfy the requirements of the specifications of the Invitation for Bid at the following prices:

The undersigned agrees that this proposal may not be worked or withdrawn after the time set of the opening of the bids, but shall remain open for a period of sixty (60) days following such time.

The undersigned agrees that should this proposal be accepted within sixty (60) days of the bid opening date, the above prices shall remain valid and in effect for the term of the contract as specified.

The Troy Housing Authority reserves the right to waive any informalities in, or reject any and all bids without prejudice or explanation.

The Troy Housing Authority can, at its sole discretion, divide the work between responsible bidders for the properties noted in the "Invitation to Bid" and specifications should it be deemed to do so in the Authority's best interest.

ENVELOPE SHALL BE LABELED "BID FOR LAWN MAINTENANCE SERVICES"

DATE: _____

COMPANY: _____

ADDRESS: _____

AUTHORIZED COMPANY REPRESENTATIVE: _____

TITLE: _____

EMAIL ADDRESS: _____

PHONE NUMBER: _____

BID FORM FOR LAWN MAINTENANCE SERVICES CONT.

SITE	PRICE PER MOW	TOTAL COST (26 MOWS)
GRISWOLD HEIGHTS APTS		
JOHN F KENNEDY TOWERS		
GRAND STREET APARTMENTS		
JOHN P TAYLOR APTS		
CONWAY COURT APTS		
EDWARD KANE APTS		
PETER GUENETTE VETERANS		
CORLISS PARK APTS		
MARGARET PHELAN APTS		
CATHERINE SWEENEY APTS		
MARTIN LUTHER KING APTS		
ARNOLD FALLON APTS		
TOTAL COST FOR ALL SITES		