

# **Invitation for Bid**

**for**

# **Painting Services**



**Serving The Community Since 1944**

**Issue Date: December 16, 2024**  
**Bid Due Date: January 10, 2025 at 1 PM**

**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 for PAINTING SERVICES

<b>THA CONTACT PERSON</b>	Selena Skiba, Director of Finance
<b>HOW TO OBTAIN THE IFB</b>	<p>Website: <a href="http://www.troyhousing.org">www.troyhousing.org</a></p> <p>E-mail: <a href="mailto:info@troyhousing.org">info@troyhousing.org</a></p> <p>In Person: Troy Housing Authority Administration Office One Eddy's Lane Troy, NY 12180</p>
<b>MAILING ADDRESS FOR SUBMISSION OF BIDS AND LOCATION OF BID OPENING</b>	<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>
<b>DATE ISSUED</b>	December 16, 2024
<b>SITE VISIT</b>	December 19, 2024 at 8:00 am
<b>Q &amp; A DEADLINE</b>	January 3, 2025 at 12:00 pm
<b>BID SUBMISSION DEADLINE &amp; DATE &amp; TIME OF BID OPENING</b>	January 10, 2025 by 1:00 pm
<b>ANTICIPATED AWARD DATE</b>	January 30, 2025

The Troy Housing Authority (THA) is accepting bids to provide Painting 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, 5 115<sup>th</sup> St., Troy, NY 12182
- Corliss Park Apartment Complex, 1450 Corliss Park, Troy, NY 12182
- Peter Guenette Veterans Housing Apartment Complex, 6-8 115<sup>th</sup> 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.

Please note that contractors will be responsible for signing out keys to apartments. The cost of addressing any lost keys will be deducted from any payment due and owing to the Contractor (including but not limited to replacement of locksets and keys).

## 1. **LEAD CERTIFICATION**

Lead Certification IS required as a qualification for the purpose of this IFB.

### GENERAL RULES FOR WORK THAT MAY DISTURB LEAD BASED PAINT:

Contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination.

This includes, but is not limited to:

- a. Contain the work area.
- b. Minimize dust.
- c. Clean up thoroughly.

Contractors must provide to THA and tenants a copy of the EPA pamphlet "Renovate Right: Important Lead Hazard Information for Families, Childcare Providers and Schools," before the renovations start. Federal law requires this in housing, child-care facilities and schools built before 1978 then renovating six square feet or more of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects. For a copy of this pamphlet go to <https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-booklet-color2020-508.pdf>

## 2. **PAINTING**

All painted surfaces will be repainted to provide a uniform finish and shall be free from runs and bleed

through. Work shall be performed in accordance with all the manufacturer's recommendations. The Contractor will be responsible for correcting at his/her expense any work not accepted by THA staff. If the application of a leveler or primer is needed to appropriately complete the work and achieve the aforementioned, desired smooth finish, it is the responsibility of the selected painting contractor to identify where and when application would be appropriate during their walkthrough and any additional cost should be included in the quote provided prior to the issuance of a purchase order. Unless specified otherwise by the Maintenance Supervisor, painting shall be in a color which matches the original paint (typically Navajo White with an Eggshell finish and not necessarily the existing paint as tenants sometimes paint walls inappropriately). It is the responsibility of the painting contractor to verify all field conditions prior to providing his/her quote to THA. All painting shall be done according to the manufacturer's recommendations or as specified herein when in conflict. Equipment and materials will be used properly and only for their intended purpose (i.e. interior paint for interior surfaces and exterior paint for exterior surfaces, etc.). Upon completion of work, it is the responsibility of the selected contractor to notify the site's respective Asset Manager or their designee that the work has been completed so an inspection of work can be completed prior to invoicing and approval.

### **3. PAINTING PREPARATION**

- a. Contractor shall scrape off all flaking and/or loose paint from ceiling, walls and trim, interior and exterior doors, and exterior windowsill surfaces. Where chipped paint exists, sanding will be performed by use of various grades of sandpaper to featheredge chipped areas to allow a smooth flow of paint and prevent further chipping.
- b. THA staff shall perform surface prep throughout unit on all walls and surfaces requiring painting prior to the application of paint. Troy Housing Authority staff will appropriately clean all walls and patch all holes and breaks regardless of size to ensure the unit is "ready for paint".

In the event that there is mold or mildew on surfaces requiring painting, THA will appropriately treat and mitigate the area prior to designating the unit as "ready for paint".

Prior to painting, THA staff will remove all outlet covers from the unit. Under no circumstances should outlet covers be painted over by the Contractor.

The selected Contractor shall cover and protect all sprinkler heads, sprinkler covers, and sprinkler escutcheons. Any sprinkler head that fails inspection because of paint will be billed back to the Contractor.

The selected Contractor will paint the unit in accordance with the terms of this proposal and scope of work.

### **4. SCOPE**

- a. Contractor will clean the unit, eliminating any paint splatter on fixtures and surfaces, clean vents, counters, electrical wall plates, etc. upon completion of the painting.
- b. The Contractor shall ensure sufficient drying time between primer and subsequent finish coats, as recommended by the manufacturer of the product.
- c. Appropriate texture and primer products will be used where repairs are made on ceilings, walls, or trim work. If necessary 1 coat of primer will be used covered by 2 subsequent coats of paint.
- d. Any loose, cracked or chipped filler materials shall be completely removed and redone prior to any application of primer or finish coat products.
- e. Unfinished walls and ceiling surfaces due to repairs will be textured with matching

- texture and painted (to include new and old patches and/or repairs).
- f. As applicable, in apartments with metal type window units, properly scrape and sand the metal prior to installing an oil base primer if needed. Allow sufficient drying time prior to applying a finish coat of oil base gloss enamel paint.
  - g. Metal Surfaces: Metal surfaces shall be free of rust and oily substances in order for the paint to adhere the surface if needed. Paint found to be running, dripping or not adhering shall be repainted by the Contractor at no additional expense to the THA.
  - h. Ferrous Surfaces and Galvanized Surfaces: Abraded and/or rusted spots shall be wire brushed or chemically treated to remove all rust and thoroughly cleaned prior to applying the prime coat(s) as needed.
  - i. Wood Surfaces: Wood surfaces to be painted (as needed) shall be prepared by the Contractor in accordance with standard practices of the trade. Wood or hardboard surfaces shall be cleaned. All loose paint, dirt, oil, or other foreign substances shall be removed. Finished surfaces exposed to view shall, if necessary, be made smooth by planing and/or sanding. All non-structural nails and fasteners shall be removed, and all voids in and between finished woodwork shall be filled with wood filler by the Contractor. All protruding nails shall be set and the holes shall be filled with wood filler. If the exterior surfaces of cabinets and closets are required to be painted, the edges of the doors shall also be painted by the Contractor. Existing paint build-up on edges of doors shall be removed prior to applying new coat. The Contractor shall leave painted doors open for a sufficient time to allow the paint to dry.

## 5. CLEAN UP

- a. Contractor shall remove all debris from work site on a daily basis. This will apply to all trades.
- b. The Contractor shall remove all equipment and debris from the exterior grounds and will not leave cleanup tools or any other equipment on any grass areas. Residual buildup on yard surfaces, sidewalks or streets is strictly prohibited.
- c. Cleanup of non-hazardous and hazardous materials from the units will be disposed of offsite.
- d. Contractor shall be responsible for any damage to the property and shall take remedial action at own expense to correct such issues including the replacement of base cove if it was painted over.
- e. All floors, cabinets, fixtures etc. that require cleaning as a result of repairs made, shall be cleaned, leaving the apartment ready for occupancy.

## 6. EQUIPMENT, MATERIALS AND PAINT

Contractor will provide all equipment (in good working order), materials and paint to complete each job. Paint brand, finish and colors shall consist of the following:

### **Interior Finishes -**

#### **Drywall – All Sherwin-Williams Brand**

**Topcoat:** B20W12651 - ProMar® 200 Zero VOC Interior Latex Eg-Shel  
Meets MPI #52

*Notes: Main Walls*

**Topcoat:** B30W12651 - ProMar® 200 Zero VOC Interior Latex Flat  
Meets MPI #53

*Notes: Ceilings*

**Topcoat:** B31W02651 - ProMar® 200 Zero VOC Interior Latex Semi-Gloss Extra  
White

Meets MPI #43

*Notes: Trim/Doors*

**Primer:** B51W00100 - Extreme Block Interior/Exterior Stain Blocking Waterbased Primer

*Notes: Low Odor/Low VOC Latex Stain Blocking Primer*

**Colors –**

Bathroom Color - SW 7005 Pure White Semi-Gloss

Kitchen Color - SW 7007 Ceiling Bright White Semi-Gloss

All Other Walls (Except bathrooms and kitchens) Color - SW 7007 Ceiling Bright White Eggshell

Doors and Frames Color - SW7006 Extra White Semi-Gloss

**\*\*Comparable items will be considered with pre-approval and the items must be equal or better.**

**7. PREVIEW OF SAMPLE APARTMENTS**

There will be a pre-bid meeting to preview a sampling of vacant family and senior citizen apartments for interested bidders on Friday, December 19, 2024, at 8:00 AM. The preview will start at the Corliss Park Apartments, 1450 Corliss Park, Troy, NY 12182. Prospective Bidders are encouraged to attend, but not required.

Any additional work/cost should also be addressed on a per hour basis in the bid. Pre-approval for any additional work must be received from the Troy Housing Authority prior to the commencement of such work should the contractor determine additional work is necessary.

The bid should also include pricing for additional items such as wallpaper/wall border removal, primer, leveler, kitchen cabinets and balusters.

**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@troyhousing.org](mailto:selena.skiba@troyhousing.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 Paint Services no later than **1:00PM, 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 Paint 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.**

All expenses related to the submission of a bid are the sole responsibility of the Contractor

**BID OPENING TIME**

Bids will be opened on **Friday, January 10, 2025 at 1:00PM** 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 one (1) year, with the option to renew under the same terms and conditions for one (1) additional one (1) year term upon mutual consent.

**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.

## **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 PAINT SERVICES**

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

BID DATE: January 10, 2025  
BID TIME: 1:00 PM

Having carefully examined the Specifications for Paint 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 PAINT SERVICES"**

DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AUTHORIZED COMPANY REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_



**BID FORM FOR PAINT SERVICES CONT.**

Number of units capable of completing per month with 4 business days' notice:

\_\_\_\_\_

Lead Certified Staff Available as needed:      Yes      No

UNIT SIZE	A. Family Two Story	B. Family Flat (Taylor & Grand)	C. Senior Apts. (Kane & Conway)	D. Kennedy	GRAND TOTAL
1 Bedroom					All Bedroom sizes and types added together (Total A+B+C+D)
2 Bedroom					
3 Bedroom					
4 Bedroom					
5 Bedroom					
<b>TOTAL</b> (1+2+3+4+5 BRS)					

**Additional Item Work:**

	Cost per square foot		Cost per set
Wallpaper/border removal		Kitchen Cabinets	
Primer (as approved)		Balusters	

NOTE: A contract will be awarded to each qualified proposer submitting the lowest cumulative total on unit process per bedroom size with consideration given relative to the potential cost of additional work. If that contractor cannot commit to completing all the units available each month additional contracts may be awarded based on the lowest price per unit. Troy Housing Authority reserves the right to split contracts based on unit costs per particular unit sizes or types.

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