

**Invitation for Bid**

**for**

**Griswold Heights  
Landscaping & Grounds  
Maintenance Services**



**Serving The Community Since 1944**

**Issue Date: June 25, 2025**  
**Bid Due Date: July 11, 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 GRISWOLD HEIGHTS LANDSCAPING & GROUNDS MAINTENANCE SERVICES

THA CONTACT PERSON	Selena Skiba, Director of Finance
HOW TO OBTAIN THE IFB	<p>Website: <a href="http://www.troyhousing.org">www.troyhousing.org</a></p> <p>E-mail: <a href="mailto:selena.skiba@troyhousing.org">selena.skiba@troyhousing.org</a></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	June 25, 2025
OPTIONAL SITE VISIT MEETING	June 30, 2025 at 9:00 am
Q & A DEADLINE	July 3, 2025 at 12:00 pm
BID SUBMISSION DEADLINE & DATE & TIME OF BID OPENING	July 11, 2025 by 2:00 pm
ANTICIPATED AWARD DATE	July 15, 2025

## **LATE 2025 SEASON SCOPE**

The Troy Housing Authority (THA) is accepting bids to provide Landscaping & Grounds Maintenance Services at the Griswold Heights apartment complex including work that consists of providing all labor, material, equipment, fuel and other resources needed to perform annual full-service grounds maintenance services for the late 2025 season including but not limited to:

**Fall Clean Up:** performed in the fall season to include complete clean-up of the property grounds excluding trash debris but including the removal of fallen tree branches, twigs, leaves, and other non-organic materials.

**Pruning:** All ornamental shrubs are to be pruned to reduce their size and to improve their overall shape in September 2025. All ornamental trees having less than a four-inch caliper are to be pruned to remove any existing sucker-growth from their trunks and to improve the shape of its canopy. All pruning debris to be cleaned up and removed from the property.

### **Pesticide Applications:**

- Late Summer Lawn Pesticide Application: Grub control, post-emergent broadleaf control, fertilizer.
- Early Fall Lawn Pesticide Application: Post emergent broadleaf control, fertilizer.
- Planting Bed Herbicides: All planting beds and stone detail areas are to be sprayed twice annually with pre- and post-emergent herbicides to control weed population. Two (2) applications to be performed in late summer and fall.
- Tree and Shrub Fertilization: Application of systemic insecticide to be applied to the ornamental trees and shrubs. to improve the health and vigor of ornamental trees and shrubs. Three (3) applications to be performed in the late summer, early fall, and late fall.
- Tree and Shrub Insecticide: Application to improve the health and vigor of ornamental trees and shrubs. Three (3) applications to be performed in the late summer, early fall, and late fall.

## **FULL YEAR 2026 AND 2027 SCOPE**

The Troy Housing Authority (THA) is accepting bids to provide Landscaping & Grounds Maintenance Services at the Griswold Heights apartment complex, including work that consists of providing all labor, material, equipment, fuel and other resources needed to perform annual full-service landscaping and grounds maintenance services for the 2026 and 2027 seasons including but not limited to:

**Spring Clean Up:** performed once annually in the spring season to include complete clean-up of the property grounds excluding trash debris but including the removal of fallen tree branches, twigs, leaves, and other non-organic materials left over from the winter.

**Mulching:** All existing tree rings and planting beds to be edged to define shape. All planting bed areas to be weeded and cleared of unwanted debris. All edged tree rings and planting beds to be mulched, one time annually, with a premium mulch at a finished depth of 2-3 inches including existing mulch.

**Mowing:** All grass areas to be mowed on a weekly or as needed basis. All grass clippings are to be minimized to keep a neat appearance, and any excess clippings are to be bagged and removed off site. Double cutting can be performed to minimize clippings during rapid growth periods. Any grass surrounding objects, natural or man-made, and installed prior to this agreement are likewise to be trimmed. All walkways, the driveway entrances to the property, planting bed areas, and paved surfaces are to be blown free of grass clippings. The physical removal of weeds from within the planting beds is to be performed on a weekly, or as needed basis throughout the season.

**Pruning:** All ornamental shrubs are to be pruned to reduce their size and to improve their overall shape twice per year in the months of July and September. All ornamental trees having less than a four-inch caliper are to be pruned to remove any existing sucker-growth from their trunks and to improve the shape of its canopy. All pruning debris to be cleaned up and removed from the property.

**Fall Clean Up:** performed in the fall season to include complete clean-up of the property grounds excluding trash debris but including the removal of fallen tree branches, twigs, leaves, and other non-organic materials.

**Pesticide Applications:**

- Spring Lawn Pesticide Application: Pre-emergent crabgrass control, post-emergent broadleaf control, fertilizer.
- Late Summer Lawn Pesticide Application: Grub control, post-emergent broadleaf control, fertilizer.
- Early Fall Lawn Pesticide Application: Post emergent broadleaf control, fertilizer.
- Planting Bed Herbicides: All planting beds and stone detail areas are to be sprayed twice annually with pre- and post-emergent herbicides to control weed population. Four (4) applications to be performed in the spring, early summer, late summer, and fall.
- Tree and Shrub Fertilization: Application of systemic insecticide to be applied to the ornamental trees and shrubs. to improve the health and vigor of ornamental trees and shrubs. Five (5) applications to be performed in the spring, early summer, late summer, early fall, and fall.
- Tree and Shrub Insecticide: Application to improve the health and vigor of ornamental trees and shrubs. Five (5) applications to be performed in the spring, early summer, late summer, early fall, and fall.

## **TERM**

The term of the agreement will be for the late 2025 season, 2026 season, and 2027 season with work specified in the late 2025 season scope and the 2026/2027 full scope, with an option to renew for two (2) additional one (1) term seasons for 2028 and 2029 under the same terms and conditions as described in the 2026/2027 scope.

On **Monday, June 30, 2025, at 9:00AM** there will be an optional pre-bid site inspection where interested bidders can inspect the grounds at the Griswold Heights Apartment Complex. The site walkthrough will start at the Griswold Heights Community Center, 350 Griswold Heights, Troy, New York 12180.

### **1. EXPERIENCE**

Prospective bidders must be able to prove to the Troy Housing Authority that they have successfully engaged in operating a successful landscaping and grounds maintenance business serving large housing and apartment complexes 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 IFB.

### **2. AUTHORIZATION**

The Authority shall issue a Purchase Order authorizing the Contractor to proceed as per the scope listed.

### **3. HOURS OF OPERATION**

The main hours of landscaping, pesticides/herbicides/fertilization applications, mowing, and other ground maintenance services work shall be performed Monday through Friday, between the hours of 7:30 AM and 7:00PM. Due to the 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.

### **4. SUPERVISION**

- The contractor shall furnish the necessary quality supervision to oversee all landscaping and grounds maintenance services.
- If any of the contractors' personnel are not satisfactory to the Authority or the Asset Manager, the contractor shall replace such personnel with those who are satisfactory.
- 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.

- The 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 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. The contractor shall use his best efforts to resolve any such complaint, trouble, dispute, or controversy.

## **5. REPORT AND BILLING**

- A. After each scheduled service, the respective Asset Manager or his/her designee 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 will communicate such to the contractor. The contractor will keep a copy of a completed work ticket at the conclusion of each service.
- B. The contractor will submit an invoice, including the related Work/Service Tickets, for reconciliation with the respective Asset Manager, upon completing the specified service on a monthly basis.
- C. The Authority will inspect all work and pay upon satisfactory completion. Reasons for not accepting the contractor's 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 the required insurance

## **QUESTIONS**

Prospective bidders with questions pertaining to the IFB must request so in writing prior to July 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 the Landscaping and Grounds Maintenance Services no later than **2:00 PM, Friday, July 11, 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 Landscaping and Grounds 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, July 11, 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 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**

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 late 2025 season, 2026 season, and 2027 season with work specified in the late 2025 season scope and the 2026/2027 full scope, with an option to renew for two (2) additional one (1) term seasons for 2028 and 2029 under the same terms and conditions as described in the 2026/2027 scope.

**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 a thirty (30) day written 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) and Griswold Heights Housing Development Fund Corporation, and the Troy Portfolio Preservation, LLC shall be named as Additional Insureds on the 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 of 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 carried out 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. The 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 always have competent supervision at the work site. Safety must always be the Contractor’s prime concern. 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 the disqualification of the bidder.

### **CERTIFICATION AND LICENSING AS A PESTICIDE APPLICATOR**

The Contractor must be a certified Pesticide Applicator and registered with the DEC. The Contractor must also provide the Troy Housing Authority, as managing agent, any and all required certifications and licensing as per NYS & Federal guidelines with their Bid submission.

### **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 members. 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**  
**LANDSCAPING AND GROUNDS MAINTENANCE SERVICES**

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

BID DATE: July 11, 2025

BID TIME: 2:00 PM

Having carefully examined the Specifications for Landscaping and Grounds 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 Invitation for Bid at the following prices:

The undersigned agrees that this proposal may not be worked on 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 a 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 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" and specifications should it be deemed to do so in the Authority's best interest.

**ENVELOPE SHALL BE LABELED**  
**"BID FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES"**

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

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

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

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

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

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

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