

Request for Proposals
for
HQS/NSPIRE
Inspection Services



Issue Date: March 25, 2024
Proposal Due Date: April 15, 2024, at 4PM

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

Phone: (518) 273-3600
Facsimile: (518) 274-6633

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REQUEST FOR PROPOSAL AT A GLANCE

THA CONTACT PERSON	Selena Skiba, Director of Finance
HOW TO OBTAIN THE RFP	<p>Website: www.troyhousing.org</p> <p>E-mail: selena.skiba@troyhousing.org</p> <p>In Person: Troy Housing Authority Administration Office One Eddy's Lane Troy, NY 12180</p>
HOW TO FULLY RESPOND TO THIS RFP	<p>Submit 3 bound copies and 1 electronic copy (flash drive) of the proposal in a sealed envelope to:</p> <p>Selena Skiba Director of Finance Troy Housing Authority Administration Office One Eddy's Lane Troy, NY 12180</p>
DATE ISSUED	March 25, 2024
Q & A DEADLINE	April 2, 2024, at 12:00 pm
RFP SUBMITAL DEADLINE	<p>April 15, 2024, by 4:00 pm Troy Housing Authority Administration Office One Eddy's Lane Troy, NY 12180</p>
ANTICIPATED AWARD DATE	April 18, 2024

Request for Proposal

HQS/NSPIRE Inspection Services

Purpose

The Troy Housing Authority (“THA”) hereby requests proposals from qualified agencies to provide inspection services for its housing portfolio and Section 8 properties using the Housing Quality Standards (“HQS”) and the National Standards for the Physical Inspection of Real Estate (“NSPIRE”) established by the U.S. Department of Housing and Urban Development (“HUD”) when available. Proposer must perform all functions related to the performance of HQS/NSPIRE inspections as set forth by the Troy Housing Authority and in accordance with HUD’s HQS/NSPIRE requirements.

General Information

The Troy Housing Authority (THA) is a public entity formed in 1944 to provide federally subsidized housing and housing assistance to low-income families, within the City of Troy.

The Troy Housing Authority is headed by an Executive Director (ED) and governed by a seven-person Board of Commissioners. THA’s mission is to improve the quality of life within the City of Troy by providing decent, safe and sanitary homes to the families and individuals who choose to live in our settings; increasing the availability of economic opportunities and affordable housing to promote self-sufficiency and homeownership; and assuring equal access to fair housing for everyone in the community.

Recognizing that efficient operations are essential to continue to perform the vital role that we play in the community, we commit ourselves to open communication, professionalism and fiscal responsibility as we develop partnerships with others to best meet the needs of our residents, whom we recognize as our most valuable asset.

To better assist us in carrying out our mission, the THA is seeking sealed proposals from qualified, licensed and bonded entities to provide professional HQS inspections and then switching to NSPIRE inspections when available.

Prospective proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal that said submission is not a right by which to be awarded a contract, but merely is an offer by the prospective proposer to perform the requirements of the RFP documents in the event THA decides to consider awarding a contract to that proposer. Furthermore, it is the responsibility of the proposer to address all items and requirements within this RFP.

Length of Contract

The terms of this contract will be from the date of execution of the contract through April 30, 2026, with an option for one (1) additional two (2) year extension upon written mutual agreement by both parties. All Proposal documents issued by THA shall be considered part of the executed contract that is issued.

Terms and Conditions:

1. All proposals must comply with the provisions of the Procurement Policy of the THA, Troy, New York, the General Law’s c.30B and Title 24 of the Code of Federal Regulations (CFR) 85.36 and applicable Department of Housing and Urban Development [“HUD”] regulations regarding competitive proposals.

2. The THA reserves the right to issue addenda to this Request for Proposals. If it becomes necessary to revise any part of the Request for Proposals (RFP), addenda will be provided in writing to all prospective firms receiving this RFP. Any addenda shall be deemed a part of this RFP and will supersede the original RFP requirements and standards.
3. The THA will not be liable for any cost incurred by the firms in issuing a response to the RFP and/or prior to the issuance of a contract award. Responding firms should ensure that all costs are included in each proposal.
4. The THA shall award the contract to the most advantageous proposal from a responsible and responsive firm taking into consideration deliverables, price, and evaluation criteria set forth in the RFP. THA reserves the right to accept or reject any or all proposals in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals. THA reserves the right to award the work, in whole or in part, to one or more firms and individuals.
5. All proposals submitted in response to this RFP, plus any other related materials submitted, shall become the property of the THA.
6. Proposals shall remain valid until the execution of a contract by THA.
7. Proposals submitted in response to this RFP may be withdrawn only by communicating the intent to withdraw a proposal in a written and sealed communication to the THA before the deadline for proposal submission.
8. By submission of a proposal, in the event a prospective firm's proposal is accepted, the firm agrees to enter into a contract with the THA that incorporates all of the requirements of this RFP.
9. The Contract Agreement will be in a form customarily employed by the THA.
10. Late submissions will not be accepted. Submissions received prior to the deadline will be held un-opened until 4:00 p.m. on April 15, 2024. Submissions will be evaluated on the criteria stated in the RFP. After evaluation of the responses, the contract will be awarded to the proposer representing the best package determined to meet THA's needs and requirements upon approval by resolution of the Troy Housing Authority's Board of Commissioners at a regular board meeting.
11. This RFP contains submission requirements, scope of services, period of services, terms and conditions and other pertinent information for submitting a proper and responsive proposal. Prospective proposers desiring any explanation, interpretation, or other questions must request so in writing prior to April 2, 2024, at 12:00 p.m. to 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.
12. The THA reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.
13. The award of the contract for HQS/NSPIRE Inspection Services is subject to approval by the THA Board of Commissioners. All responses to this RFP must be enclosed in a sealed envelope and labeled as follows:

Troy Housing Authority
Attn: Selena Skiba, Director of Finance
One Eddy's Lane
Troy, New York 12180
Request for Proposal – HQS/NSPIRE Inspection Services

Please Note: Contact with members of the THA Board of Commissioners, THA officers and employees other than the contact person shown above, by any prospective proposer, after publication of the RFP and prior to the execution of a contract with the successful proposer(s) could result in disqualification of your proposal.

Form of Proposal

THA intends to retain the successful proposer pursuant to a best value basis and not necessarily the lowest bid basis. Therefore, in order for THA to properly evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence set forth below. Each category must be separated by numbered index dividers and the number on the index divider must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below. Failure to follow this format may cause the rejection of a proposal because adherence to this format is critical for the evaluation process.

Tab 1 - Form of Proposal: This Form is attached hereto as **(Exhibit B)** to this RFP document. This one-page form must be filled out completely and submitted under this tab as a part of the proposal submittal. The proposed fee section of this form will be intentionally left blank in the proposal submittals.

Tab 2 - Cost-Proposed Fees: Provide a Proposer created document for the "Proposed Cost of the Services." This form shall include specifically identifiable costs components and subsequent annual fees.

Tab 3 - Proposer's Certification: This Form is attached hereto as **(Exhibit C)** to this RFP document. This one-page form must be fully completed and submitted under this tab as a part of the proposal submittal.

TAB 4 - Firm Profile and Background: The proposer should submit under this tab a detailed description of the firm's background, employee capacity, as well as a concise description of service capability, past performance, and experience. and client information in performing contract work substantially like that required by this solicitation.

TAB 5 - Past Performance/Experience/Client Information: The proposer shall submit three (3) former or current clients, other than THA if applicable, for whom the proposer has performed similar or like services. Include company name and contact information including contact reference(s) and description of services.

Tab 6 - Non-Collusive Affidavit: The proposer is required to confirm there was no collusion in their proposal and provide a certified non-collusive affidavit **(Exhibit D)**.

Tab 7 -Insurance Requirements (Exhibit E)

Conflict of Interest

No director, officer, employee, agent, contractor, or subcontractor of the proposer shall be deemed to be an agent, servant, and/or employee of the Troy Housing Authority, past or present. The proposer shall not

employ as a director, officer, employee, agent, contractor, or subcontractor, directly or indirectly in any capacity, any employee, any elected or appointed official of the Troy Housing Authority, or any member of their immediate family, past or present.

The proposers 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 proposer (as used in this paragraph the term “proposer” shall include any and all of proposer’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 proposer or any agent, servant, employee, subcontractor, consultant, or supplier of the proposer, or of any failure to perform this Agreement, or in any way arising out of or in consequence of the proposer’s acts or omissions, all to the fullest extent allowed by law. Proposer 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 proposer’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 proposer’s acts or omissions, all to the fullest extent allowed by law. Proposer 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 proposer’s employees or the employees of any agent, servant, consultant, or subcontractor of proposer, 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 distributes), arising out of or in consequence of proposer’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 proposer 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.

Proposal Evaluation

Proposal Opening Results: It is understood by all proposers that the proposals received are not publicly opened and the results will be a matter of public record. When THA has concluded all evaluations, has chosen a final top-rated proposer that best meets THA’s need, has completed the award, and is ready to issue such results, THA shall notify all proposers of their status.

All proposal documents submitted by the proposers are generally a matter of public record unless information is deemed to be proprietary.

Evaluation: Each proposal received will first be evaluated for responsiveness (i.e., meeting the minimum requirements as stated in the RFP). THA shall then select a minimum of a three-person panel, using the criteria established below, to evaluate each of the proposals submitted in response to this RFP to determine the proposer’s level of responsibility. If deemed necessary by the evaluation committee, interviews may be scheduled with selected prospective agencies. This will permit further evaluation and will allow THA to inquire further into the experience the agency has had on similar projects.

CRITERIA DESCRIPTION
EXPERIENCE AND QUALIFICATIONS: Please describe the company’s experience in working with companies of similar size. Include any other company background/qualifications that apply. Be sure to state if the staff is HQS certified and trained in NSPIRE
CAPACITY: Ability for the vendor to provide quality and timely services.
COST/PROPOSED PRICING
REFERENCES: References provided as requested from facilities of similar size and need.

Award of Proposal(s): The successful proposer shall be determined by the top rated responsive and responsible proposer as determined by the evaluation process detailed above and recommended to the Troy Housing Authority Board of Commissioners for resolution to award said contract and authorize the Executive Director to execute the contract and relative documentations on behalf of THA.

Exhibit A

Scope of Work

The Troy Housing Authority intends for this request to result in the selection of an agency that performs all functions related to the performance of HQS/NSPIRE inspections with respect to the Troy Housing Authority's housing portfolio and Section 8 Properties. The proposer must perform inspections in keeping with HUD requirements according to a plan established by the Troy Housing Authority.

The selected proposer will perform initial, annual, emergency, and special HQS/NSPIRE inspections on residential rental dwellings owned or managed by the Troy Housing Authority within Troy, New York in connection with the Project Based Voucher (PBV) Program as follows:

- The Rental Assistance Demonstration (RAD) Program (1,100 units +/-)
- The Project Based Voucher / Low Income Housing Tax Credit Program /Tenant Based Voucher Program (up to 925 units)
- Such other rental assistance or affordable housing programs, now or in the future, that require HQS/NSPIRE or similar inspections (e.g. THA presently administers 30+/- Mod Rehab units at the YWCA).

Properties are required to be inspected a minimum of once every two (2) years, depending upon previous inspection scores and as instructed by HUD. The selected inspection agency will be required to perform HQS inspections until such a time as HUD's NSPIRE inspection software and requirements are in full force. The NSPIRE requirements are set forth in 88 FR 30442 (May 11, 2023) (NSPIRE Final Rule), 88 FR 40832 (June 22, 2023) (NSPIRE Inspection Standards), 88 FR 43371 (July 7, 2023) (NSPIRE Scoring Notice), and HUD Notice H 2023-07 (Implementation of National Standards for the Physical Inspection of Real Estate (NSPIRE) Administrative Procedures), each of which may be updated and/or supplemented by HUD from time to time. The proposer is expected to have a professional working knowledge of these standards and keep abreast of applicable HUD guidance and updates.

Without limiting the foregoing, the proposer will be responsible for the following:

Coordinate all inspections with the management personnel at the properties to be inspected. All scheduling information must be provided to the Troy Housing Authority immediately upon confirmation of inspection date and time. A minimum notice of fifteen (15) days shall be provided to landlords/owners/property management firms.

Inspectors must be familiar with and use the Yardi Software application for inspection services downloaded to a compatible mobile device supplied by the Inspection Services proposer to their respective Inspector(s).

Inspectors must use the most current version of the HQS/NSPIRE inspection software and must be proficient in its use.

Inspectors must exercise due diligence in completing and verifying an accurate property profile and must conduct inspections in strict accordance with HQS/NSPIRE Standards.

Inspectors must properly identify, record, and categorize all observations and deficiencies in all inspectable areas.

Inspectors must accurately record all health and safety defects and provide a copy of the Health and Safety Report to the property representative and the Troy Housing Authority upon completion of the inspection.

Inspectors must strictly adhere to the NSPIRE Inspector Code of Conduct.

Inspectors must upload the completed inspection report to Yardi/HUD's Salesforce software in accordance with HQS/NSPIRE guidelines.

Any inspection cancellation must be immediately communicated to the Troy Housing Authority through the Yardi software so that the scheduling can be updated accordingly.

Inspectors must promptly respond to questions and information requests from HUD and the Troy Housing Authority regarding inspections.

Initial inspections must be completed within 3 business days from the date when the proposer is notified the unit is ready. Biennial inspections must be completed within 24 months of the last inspection. Special inspections may have a 24-hour to 30-day completion requirement according to Federal regulations depending on the nature of the item to be inspected. Items of egregious danger/fail or neglect should be immediately shared with appropriate staff.

The following are the minimum Inspector Qualifications required:

All HQS inspectors are required:

- To have the proper HQS/NSPIRE Certifications along with a commitment to obtain any additional certifications as may be required by HUD.
- To have a valid Driver's License
- To have a reliable vehicle to use during work hours.
- To have the ability to work effectively with THA management and staff.
- To have the ability to communicate professionally and courteously with landlords and assisted households.
- To always wear a visible identification badge.
- To have a reliable mobile device compatible with the HQS/NSPIRE Yardi Software and with the ability to take clear and concise photos.

THA prefers, but it is not required, that at least one (1) inspector is fluent in both English and Spanish (please describe any abilities in this area in the proposal).

EXHIBIT B
Form of Proposal

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer.

Submit one (3) bound originals and one (1) electronic copy (flash drive) of the following documents:

<u>X</u>	<u>TAB #</u>	<u>Documents Required in Submittal</u>	<u>Exhibit</u>
	1	Form of Proposal	B
	2	Cost Proposal	-
	3	Proposer’s Certification	C
	4	Firm Profile and Background	-
	5	Past Performance/Experience/Client Information	-
	6	Non-Collusive Affidavit	D
	7	Insurance Requirements	E

EXHIBIT C

Proposer Certification

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

- He/she has full authority to bind proposer and that no member of proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
- In performing this contract, the proposer(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.,
- Proposer agrees that this RFP submittal shall remain open and valid for at least a period of 90 days from the date of the RFP Opening and that this RFP 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 proposer,
- 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 RFP.
- Proposer, nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Ohio or the Federal Antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business,
- Proposer has not received compensation for participation in the preparation of the specifications for this RFP,
- Lobbying Prohibition: The proposer 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:* _____

EXHIBIT D

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 proposal, that such proposal 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 proposal or to refrain from proposing and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposed 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 proposal are true.

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

EXHIBIT E

Insurance Requirements

Proposer shall procure and maintain insurance for protection from all claims arising out of proposer's services, work, operations, and activities. Proposer must have adequate insurance coverage for all claims arising out of or in consequence of the acts and omissions of the proposer, or any subcontractor of the proposer, 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 proposer's policies of insurance. There shall be no material undisclosed policy exclusions or exceptions on the required insurance coverages.

Proposer 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) The proposer shall require that its subcontractors carry insurance with the same limits and provisions as provided herein. Proposer will maintain certificates of insurance for all subcontractors as part of the proposer'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 – Proposer shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage Insurance proposer may deem necessary to protect proposer 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 proposer. The proposer'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.

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 proposer’s services, work, operations, or activities under this Agreement or in any way arising out of or in consequence of the proposer’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 proposer, there shall be no right of subrogation against the Troy Housing Authority, its officers, agents, or employees. If any of proposer’s policies of insurance prohibit such a waiver of subrogation, proposer shall secure the necessary authorization from its insurance carrier to make this waiver effective.
- 4) *Waiver of Indemnities.* The proposer 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 proposer 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, proposer shall promptly obtain a satisfactory policy and submit proof of the same to the Troy Housing Authority for approval. Upon failure of proposer 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 proposer to procure and maintain any required insurance shall not relieve the proposer from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the proposer concerning defense and indemnification.

If any part of the services, work, operations, or activities described in this Agreement is performed by an approved subcontractor of the proposer, 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. The proposer shall require that every subcontractor 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 proposer, 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.