

# Request for Proposals

for

## PEST CONTROL SERVICES



**Serving The Community Since 1944**

**Issue Date: January 26, 2026**  
**Proposal Due Date: February 18, 2026 at 12PM**

**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                  | <b>Selena Skiba, Director of Finance</b>  |
| HOW TO OBTAIN THE RFP               | <b>Website:</b> <a href="http://www.troyhousing.org">www.troyhousing.org</a><br><b>E-mail:</b> <a href="mailto:selena.skiba@troyhousing.org">selena.skiba@troyhousing.org</a><br><b>In Person:</b> Troy Housing Authority<br>Administration Office<br>One Eddy's Lane<br>Troy, NY 12180 |
| HOW TO FULLY RESPOND TO<br>THIS RFP | Submit 3 bound copies and 1<br>electronic copy (flash drive) of the<br>proposal in a sealed envelope to:<br><br><b>Selena Skiba</b><br>Director of Finance<br>Troy Housing Authority<br>Administration Office<br>One Eddy's Lane<br>Troy, NY 12180                                      |
| DATE ISSUED                         | <b>January 26, 2026</b>   |
| MANDATORY SITE VISIT                | <b>February 3, 2026 at 10:00 am</b>   |
| Q & A DEADLINE                      | <b>February 9, 2026 at 12:00 pm</b>   |
| RFP SUBMITAL DEADLINE               | <b>February 18, 2026 by 12:00 pm</b><br>Troy Housing Authority<br>Administration Office<br>One Eddy's Lane<br>Troy, NY 12180  |
| ANTICIPATED AWARD DATE              | <b>March 2026</b>   |

# **Request for Proposal for Pest Control Services**

## **Purpose**

The Troy Housing Authority (“THA”) hereby requests proposals from qualified agencies to provide Pest Control Services.

## **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 in order 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 Pest Control Services.

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 to award 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 December 31, 2027 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 and 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 12:00 p.m. on February 18, 2026. 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 February 9, 2026 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.
12. There is a mandatory site visit for all locations required for any vendors who wish to submit a proposal. The site visit will be February 3, 2026. Any interested vendors are expected to meet promptly at 1450 Corliss Park, Troy, NY 12182 at 10:00am. All vendors will need to sign in upon arrival.
13. 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.

14. The award of the contract for Pest Control 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 – Pest Control 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 be cause for 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 completely filled out, 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 Respondent 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 similar to 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 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.

### **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  |
|---|
| <b>Professional and technical competence.</b>   |
| <b>Capacity to provide services as requested and in a timely manner.</b>  |
| <b>Experience with Housing Authorities and other agencies similar to the Troy Housing Authority.</b>                        |
| <b>References provided as requested from facilities of similar size, and need and successful implementation of project.</b> |

**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 will provide pest control and extermination services across the Troy Housing Authority.

#### **EXTENT OF TREATMENT**

The service shall provide treatment for the discovery, prevention and elimination of all the usual types of household vermin and insects including, but not limited to, cockroaches, waterbugs, beetles, silverfish, ants, crickets, fleas, weevils, bed bugs, cereal bugs, moths, flying insects, bees, carpet beetles, mice and rats, in partitions, woodwork, attics, crawl spaces, etc...

Treatment shall cover and include the furnishing of all labor, material, tools, equipment, permits and fees, if any. All materials, supplies and method of treatment must conform to Federal, New York State, NYS Department of Environmental Conservation, and Rensselaer County Health Department laws and regulations. The services, methods of application, procedures and materials provided shall be used in conformance with all the rules and regulations of the above listed agencies.

The entire area of the Housing Complex, including all buildings and grounds, shall be treated according to the Summary of Specifications. This shall include the elimination of all rat nests and burrows on the complex's grounds.

Each building shall be inspected and treated including, but not limited to, dwelling units, lobbies, maintenance areas, management areas, mechanical rooms, storage areas, laundry rooms, trash rooms, halls, stairwells, elevators (inclusive of shafts and pits), public or community rooms and all public areas therein. Specifications of particular portions of buildings shall not be deemed to limit the requirement that each building be inspected and treated.

Service in apartments shall include all areas therein likely to become infested or already infested with the exception of the tenant's personal property therein. Area shall include kitchen, bathrooms, closets (linen, bedroom and hall), pantries and heater rooms and other areas that tenant may request.

At the option of the Troy Housing Authority, the successful proposer may be required to treat the household effects of a tenant moving into a housing complex to prevent any introduction of vermin and/or insects into the apartment. It shall be the responsibility of the successful proposer to ensure the effectiveness of such treatment.

#### **METHOD OF TREATMENT**

##### **General:**

1. Applications of Liquid Base Residual spray to cracks and crevices where pests breed and/or harbor. (on an as needed basis)
2. Application of Liquid Base Residual as spot treatment where labeling permits. (on an as needed basis)
3. Applications of alternate method upon request of Troy Housing Authority.
4. Application of gel bait as a crack, crevice and spot treatment where labeling permits. All complexes treated are to be re-gelled every six (6) months, removing old gel and applying new

(per manufacturer's instructions).

5. Rodenticide used on Troy Housing properties must be placed in tamper proof bait stations only.
6. Application of growth regulator (Gentrol or equivalent) with Liquid Base Residual, at a minimum of  $Yi\%$  Base every three (3) months in areas where restricted (medical release) point source is to be used and, changed every three (3) months.
7. Exterior of buildings to be serviced twice a year, spring and summer, from the base of the building 3 feet up and 3 feet out, with a poly-encapsulated chemical.

## APARTMENT GEL PLACEMENT

1. The minimum number of gel placement locations per apartment shall be but not limited to:
 

|                    |    |
|--------------------|----|
| a. Kitchens        | 24 |
| b. Hall closets    | 5  |
| c. Linen closets   | 4  |
| d. Bathrooms       | 10 |
| e. Pantries        | 4  |
| f. Heater rooms    | 6  |
| g. Bedroom closets | 5  |
2. Additional locations per building may be necessary from time to time and will be designated by the authorized Troy Housing Authority representative on an "as needed" basis.
3. Exact locations of gel placement shall be determined by building by the licensed pest control applicator or, if applicable jointly between the authorized Troy Housing representative and the licensed pest control applicator.

## SCHEDULE OF VISITS

Without limiting the obligation of the successful proposer to provide safe, timely, and efficient extermination for the elimination and prevention of vermin in the entire area, the successful proposer shall inspect no less than once per month and treat as necessary. In addition to the scheduled routine visits, the successful proposer shall provide emergency calls for the same. This emergency service shall be provided without additional compensation and shall be addressed within a twenty-four (24) hour period.

**An existing schedule is attached to these specifications. It is the intent of the Troy Housing Authority to maintain the existing schedule throughout the duration of the contract.**

## MINIMUM QUALIFICATIONS

1. All work shall be performed by qualified exterminating operators, licensed and carrying identification. ID may be badges or cards certifying their identity. **A copy of the current license and/or badge shall be submitted with the proposal.**
2. The successful proposer will have a bed bug canine for inspections.
3. The successful proposer will have the ability to do cryonite and thermal heat treatments for bed bugs when circumstances are not appropriate for conventional chemical treatment.
4. The successful proposer will have at least one Associate Certified Entomologist on staff, available by phone and/or email 24/hours a day.
5. The successful proposer will be Quality Pro Certified.

**Copies of all certifications shall be submitted with the proposal.**

## REPORTS AND BILLING

The exterminators shall report to the individual site Maintenance Office at the time of each visit, before any work is started and upon completion of each visit. Exterminators shall leave duplicate service slips with the individual site Maintenance Office. These service slips shall indicate the individual apartments treated, method of treatment, signature of tenant (if applicable), and the signature of the Troy Housing Authority personnel accompanying the exterminator which will verify receipt of said service. The successful proposer shall render all bills monthly with individual invoices for each separate site. Charges are to be established and based on a two-year agreement.

### SUMMARY OF SPECIFICATIONS FOR SCHEDULE

Please carefully review these specifications in order to make a proper and responsive proposal.

1. There are 1095 apartments (total) which comprise the Troy Housing Authority.
2. Breakdown as follows (inclusive of all Offices, Common Areas and Maintenance Areas):
3. All sites are to be billed separately.

| COMPLEX          | SERVICE REQUIRED  | 0BR | 1BR | 2BR | 3BR | 4BR | 5BR | TOTAL UNITS |
|------------------|-------------------|-----|-----|-----|-----|-----|-----|-------------|
| Corliss Park     | All Rooms Monthly | 0   | 4   | 106 | 36  | 38  | 0   | 184         |
| Phelan Court     | All Rooms Monthly | 0   | 36  | 17  | 26  | 10  | 0   | 89          |
| Sweeney Apts.    | All Rooms Monthly | 0   | 2   | 0   | 18  | 4   | 0   | 24          |
| MLK              | All Rooms Monthly | 0   | 0   | 22  | 49  | 12  | 0   | 83          |
| Arnold Fallon    | All Rooms Monthly | 0   | 2   | 0   | 30  | 8   | 0   | 40          |
| Edward Kane      | All Rooms Monthly | 0   | 59  | 0   | 0   | 0   | 0   | 59          |
| Grand Street     | All Rooms Monthly | 3   | 23  | 14  | 2   | 0   | 0   | 42          |
| Conway Court     | All Rooms Monthly | 0   | 41  | 0   | 0   | 0   | 0   | 41          |
| Griswold Heights | All Rooms Monthly | 0   | 0   | 286 | 69  | 30  | 5   | 390         |
| Kennedy Towers   | All Rooms Monthly | 0   | 95  | 40  | 0   | 0   | 0   | 135         |
| PMGA             | All Rooms Monthly | 8   | 0   | 0   | 0   | 0   | 0   | 8           |

4. There are three (3) Trash Compactor Rooms located at the following Apartment Complexes:

|                      |        |
|----------------------|--------|
| Conway Court Apts.   | 1 room |
| Edward Kane Apts.    | 1 room |
| Kennedy Towers Apts. | 1 room |

These three (3) Trash Compactor Rooms must be kept odorless and vermin free.  
Include the cost of this service in your proposal.
5. Certifications of Non-Segregated Facilities forms are to be submitted with the proposals.
6. MSDS sheets for all chemicals used during this contract are to be submitted to the Troy Housing Authority Maintenance Department within ten (10) working days after the contract is awarded.  
(3 copies needed)

**Schedule for all of the Troy Housing Authority sites:**

|                                 |   |
|---------------------------------|---|
| Mondays                         | Open day  |
| First Tuesday of every month    | Open Day  |
| Second Tuesday of every month   | Corliss Park Buildings 1 thru 5   |
| Fourth Tuesday of every month   | Corliss Park Buildings 16 thru 29   |
| First Wednesday of every month  | Griswold Heights Buildings 1, 2 & 3   |
| Second Wednesday of every month | Griswold Heights Buildings 4, 5, & 6  |
| Third Wednesday of the month    | Griswold Heights Buildings 7 & 8<br>and Sweeney Apartments  |
| Fourth Wednesday of every month | Griswold Heights Buildings 9 thru 13<br>and Grand Street Apartments   |
| First Thursday of every month   | Fallon Apartments, Kane Apartments, PMGA  |
| Second Thursday of every month  | Phelan Court  |
| Third Thursday of every month   | MLK Buildings 1 thru 7  |
| Fourth Thursday of every month  | MLK Buildings 8 thru 14   |
| First Friday of every month     | Kennedy Towers 15th thru 19th Floors  |
| Second Friday of every month    | Kennedy Towers 10th thru 14th Floors  |
| Third Friday of every month     | Kennedy Towers 5th thru 9th Floors  |
| Fourth Friday of every month    | Kennedy Towers 1st thru 4th floor<br>Kennedy Terrace, Kennedy Office, Kennedy<br>Maintenance, and Conway Court Apartments |

## 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            | Proposers 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, 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 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.,
- 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**

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.