



Request for Proposals

HOUSING QUALITY INSPECTION SERVICES HUD SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

The Housing Authority of the Town of Manchester
24 Bluefield Drive
Manchester, CT. 06040

November 1, 2021

Purpose: The Housing Authority of the Town of Manchester seeks to engage the services of a qualified inspection firm or qualified inspector, certified in Section 8 Housing Choice Voucher Inspections, to conduct inspections of the Section 8 Housing Choice Voucher Program (HCV) units to ensure they meet Housing Quality Standards (HQS) as defined by the Department of Housing and Urban Development. The inspections will be scheduled by Housing Authority of the Town of Manchester and the inspection data results will be returned in a clear, concise format acceptable to the Manchester Housing Authority (MHA). The inspection data will be submitted at the completion of each day's inspection. Projected Term of the Contract: Three (3) years with the option to extend the contract for the term of (2) 1 year extension.

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HUD Form 5369b: Instructions to Offerors (Pre-award Terms)

HUD Form 5369c: Representations, Certifications and other Statements

Sample Contract

SCHEDULE OF EVENTS:

Pre-Proposal Conference	Monday November 15, 2021
Proposal Due Date	Friday December 3, 2021
Evaluation Period (tentative)	
Board Review	Wednesday December 15, 2021
Contract Effective Date	Monday January 3, 2022

SECTION 1 INSTRUCTIONS TO RESPONDENTS

1.1 INTRODUCTION

The Housing Authority of Manchester, CT is the public entity within Manchester CT that provides subsidized housing assistance to low-income families. The Authority was created in 1941 and derives its authority from Connecticut State law. The Manchester Housing Authority administers 504 housing vouchers under the Section 8 Choice Voucher program.

The Housing Authority of the Town of Manchester (MHA herein) is seeking proposals from qualified firms or individuals to conduct Housing Quality Standards (HQS) inspections for properties administered by the Authority for the Section 8 Housing Choice Voucher Program (HCV).

Term Contract: The term of the contract will be for 3 years commencing on the date of award and may be renewed for two (2) additional one-year terms upon mutual consent of all parties.

Non-Exclusive: This is not an exclusive contract and there is no guarantee as to the amount of work to be assigned for the year. The Authority reserves the right to go out to separate bid for major projects.

Funding: This contract is contingent upon funding availability by the U.S. Housing and Urban Development (HUD). In the event that funds are not available at any time during the contract term, the Authority reserves the right to cancel the agreement. In such event, the Contractor will be paid for satisfactory services provided to date of cancellation

1.2 PRE-PROPOSAL CONFERENCE

A Pre-proposal conference will be held on Monday November 15, 2021, at 10:00 A.M. at 24 Bluefield Drive, Manchester, CT. 06040 in the Community Room.

The purpose of the conference is to answer questions concerning this RFP.

1.3 QUESTIONS AND COMMUNICATION

All questions must be put in writing to the RFP Contact named below no later than 5 calendar days before the date of bid opening. The intent of this requirement is to assure that all respondents are in receipt of the same information and to allow the Authority sufficient time to post questions and answers to this RFP. The Authority reserves the right to use its discretion in issuing Addenda for questions and answers, only those questions and answers.

SECTION 2 SCOPE OF SERVICES

A. GENERAL REQUIREMENTS

The successful Contractor will be responsible for conducting property inspections and rent reasonableness surveys in accordance with HUD HQS inspection criteria, and this RFP. The Authority administers approximately 504 Section 8 Housing Choice Vouchers throughout Manchester resulting in the need for approximately 800 inspections annually.

Compliance: Unit inspections include sites, common areas, building exteriors and building systems. Units should be inspected in accordance with criteria found in 24 CFR 982.401 and all supporting HUD regulations, and the Authority Administrative Plan.

Rent Reasonableness Survey: A rent reasonableness survey form must be completed for each initial and/or annual inspection.

Scheduling: The Authority will work closely with the Contractor to develop a scheduling plan that will provide for a smooth flow in the inspection process. The Authority will provide an initial schedule to the Contractor, along with relevant client and landlord information. The coordination of inspections is critical to the success of the detection, correction, and re-inspection processes.

Turn-around Time: The entire inspection process must be completed in a timely manner. External factors such as holidays and staff availability will bear on the scheduling.

Reporting: The Contractor will inspect only units as requested by the Authority and will render a written report for each unit inspected utilizing the form approved by the Authority and HUD as to the conditions and/or defects noted, the individual responsible for the noted conditions and/or defects (i.e. tenant or owner) and the recommended repairs

Rating: Each item on the inspection checklist must receive a rating of pass, fail, or inconclusive. The inspector shall make clear notes about the nature of all fail and inconclusive items. For the unit to receive a pass rating, no fail or inconclusive items can be noted on the inspection checklist.

HUD Inspection Forms: The Contractor will be required to use HUD inspection forms and form letters as required by the Authority.

Notifications: The Contractor will be responsible for notifying all tenants and landlords via mail of all annual/special inspections. The Contractor will be responsible for notifying all tenants and landlords for all initial inspections via telephone. The Contractor will be responsible for notifying the Authority and all tenant and landlords via mail of any HQS violations and of the re-inspection date for all annuals/specials

Data Management: The Contractor will be responsible for working with the Housing Choice Voucher Program Manager and IT staff to facilitate the automated transfer of information to and from each other. The Authority intends to provide to the selected contractor the data required for them to accomplish their duties, and for the Authority to receive the data required to populate all fields that are currently input by in-house staff. To this end, the Authority is currently working with its software vendor to accommodate these requirements, however, this process may not be in place when this RFP is completed, and the contract is signed. Initially data submissions to/from the Authority and the selected contractor will need to be manually completed. When the import/export program is functional and tested, the import/export process will be set up on a scheduled basis. The selected Contractor will be required to provide the data for import/export according to the specifications provided by the Authority

B. TYPES OF INSPECTIONS:

1. **Initial Inspection:** First inspection made of a unit coming into the program. This inspection must be conducted within seven (7) business days of a request from the Authority. A Rent Reasonableness Survey Form must be completed during an initial inspection.
2. **Annual Inspection:** Conducted every year, within the timeframe dictated by Federal Regulations and the SEMAP requirements 985.3(m). Such requirements currently require an annual inspection within 364 days of the prior year inspection. The Authority will assure that the Contractor is provided with a list of units to be inspected approximately 90 days prior to the inspection anniversary date. A Rent Reasonableness Survey Form must be completed during each annual inspection
3. **Complaint/Special Inspection:** This inspection is generally triggered by a complaint from the owner or tenant and should be conducted within 24-48 hours of a request by the Authority.
4. **Emergency Re-inspection:** These re-inspections will be conducted within 24 hours of the receipt of owner's certification that all failed items have been corrected.
5. **Re-inspection:** These inspections will be conducted within seven (7) business days of receipt of owner's certification that all failed items have been corrected.
6. **HQS Quality Control Inspection:** These inspections are conducted on 5% of Authority units under contract during its fiscal year.

C. CONTRACTOR RESPONSIBILITIES

Contractor will be responsible for:

1. Scheduling appointments with landlords and/or tenants within the time required by Authority, including rescheduling if necessary; inspecting sites, units, common areas, building exteriors, and building systems to ascertain compliance with HUD's HQS, including HUD's Lead Based Paint Rules. Providing timely notice to both the Landlord and the Tenant of the scheduled inspection date.

2. Documenting each inspection by the completion of an inspection report as approved by the Authority and HUD and noting thereon when appropriate, information relating to the apartment, deficiencies, failures, and tenant-caused damage or deficiency.
3. Completing a "rent reasonableness" survey form approved by the Authority to report on unit amenities, size, etc. observed during the initial and annual inspections.
4. Informing owners and/or tenants within 5 days of inspection, in writing, on a form approved by the Authority, as to deficiencies and repairs.
5. Re-inspecting units within 7 business days of notice that deficiencies have been corrected.
6. Informing owners of any life-threatening deficiencies noted during the inspection IMMEDIATELY.
7. Recording date Landlord confirms with Contractor that Emergency violations have been corrected.
8. Re-inspecting Emergency violations within 24 hours of the receipt of owner's certification that all failed items have been corrected.
9. Discussing inspection reports with owners, tenants, and the Authority's Executive Director and/or designee.
10. Submitting copies of all correspondence with Landlords and/or Tenants to the Authority.
11. Maintaining confidentiality of records regarding program.
12. Invoicing the Authority on a monthly basis for services performed.

D. REPORTS:

The Contractor will be required to complete HUD-52580-A (Inspection Form) for all initial inspections and HUD-52580 (Inspection Checklist) for all annual and special inspections and related follow-up. There may be additional special reports required which are related to this contract, if deemed necessary by the Authority.

Life Threatening Emergencies: If the Contractor determines that the dwelling unit has failed the inspection due to a "life threatening emergency" the Contractor must immediately report the existence of the emergency to the landlord.

The Contractor shall also notify the designated Authority staff electronically within 24 hours.

Weekly: On a weekly basis, the Contractor shall submit to the Authority all completed inspection reports and all correspondence with landlord and/or tenant. The Contractor's transmittal letter shall be numbered in sequence, accounting for cumulative units previously

submitted, number of units submitted in this report, and a list of inspections scheduled for the week ahead.

Monthly: The Contractor will invoice the Authority on a monthly basis and itemize each inspection performed on an Excel spreadsheet, or form approved by the Authority, with the following information as determined by the Authority.

1. Initial Inspection
2. Annual Inspections
3. Re-inspections
4. Completed 24 hr. Inspections Date inspected and Date completed
5. Number of no shows
6. Difficulties experienced along with corrective actions to be taken
7. Difficulties being experienced which are beyond the scope of Authority, or Contractor ability

At least thirty (30) days prior to the lease anniversary date the Contractor must identify units which have not been inspected after two (2) documented attempts to inspect and forward copies of the two (2) notifications and related data. The Authority will not pay for any inspections not performed and/or completed.

E. PERFORMANCE STANDARDS & MEASUREMENTS

The Contractor will redo any inspection determined by the Authority to be incomplete or not done in accordance with the applicable inspection standard(s). Only directed re-inspections and properly inspected units as determined by the Authority will result in payment in accordance with the contract. The Authority will not pay for any inspection not performed.

Contractor employees assigned to perform the work must have complete knowledge of local building codes, State Sanitary Code, and HUD HQS. Personnel must be courteous, professional and bondable.

Contractor employees must wear name badges with photos, identifying them by name and firm. Inspectors and any persons entering residents' apartments and/or cellars must not have been convicted of any crimes against persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of residents.

Contractors shall be responsible for the actions of its inspectors and other personnel performing services on this contract and shall indemnify the Authority in the event any claims should arise from the acts or omissions of such inspectors or personnel.

The Contractor is responsible for making appointments with the tenant and/or landlord for inspections. The Contractor will not be entitled to payment for a unit except when a unit has been inspected and an inspection report has been issued. The Contractor will make up to two attempts to inspect a unit, without cost to the Authority.

SECTION 3
QUALIFICATION STATEMENT

(Either edit this form for your response or provide your own form in the same format)

1. Company Name and Address:

2. Structure: ___ Sole Proprietor ___ Partnership ___ Corporation ___ Other ()

3. Name, Title and Phone Number of person responsible for this Statement:

4. What is your company's or individual primary line of work?

5. How many years has your company been in this line of work?

6. Provide the name, title and resume of the person(s) your firm will assign to manage the work under this contract. Also include relevant certifications and licenses.

7. List 3 recent projects which demonstrate your firm's experience in the field of work. (HUD and other grant funded projects preferred). Provide the project title, location and total cost of each project

8. Provide references from the projects listed above (names, titles, and telephone numbers)

9. Provide any special capabilities and equipment which may be applicable to the services required.

10. Are there other expected engagements which would impede your ability to perform the services required for the duration of the contract?

11. Describe your back up plan in the event you (if an individual) or the individual assigned by your firm is not available for any length of time. How will the services continue uninterrupted?

12. Have you ever been debarred by any local, state or federal governmental unit, body?

13. Have you ever been terminated by any owner on any project for any reason? If so, please provide an explanation together with the name of the contact person for the owner of such project.

DATE: _____ 202__

BY: _____
Signature of person signing bid or proposal

Print Name _____

**SECTION 4
INSTRUCTIONS TO RESPONDENTS**

PROPOSAL FORM

The undersigned agrees to provide services in accordance with the Scope of Services, and all other documents contained in this Request for Proposal. Fixed prices shall be inclusive of all work incidentals to completing the task (such as scheduling, communicating, reporting, data entry, etc.).

A. ITEM DESCRIPTION PRICE	INDIVIDUAL/FIRM
1. Initial Inspection including Rent Reasonableness Survey:	\$ _____
2. Annual Inspection Including Rent Reasonableness Survey:	\$ _____
3. Complaint / Special Inspection w/in 24-48 hours:	\$ _____
4. Emergency Re-Inspection:	\$ _____
5. Re-Inspection:	\$ _____
6. HQS Quality Control Inspection:	\$ _____

B. ADDITIONAL COSTS (Itemize all costs which would be an additional charge to the Authority, together with the fee for such items). Note: All costs associated with the performance of this agreement will be factored into determining the most advantageous offer to the Authority.

The Undersigned agrees to hold its offer open for 120 days from the date of RFP opening.

Signed by: _____ Print Name _____

Name of Company or Individual _____

Address _____

Telephone _____ Email _____

An original and five (5) copies of the Proposal must be submitted in a sealed envelope to **(must be in the MHA office by 2:00 p.m., December 3, 2021):**

**Joseph D'Ascoli, Executive Director
Manchester Housing Authority
24 Bluefield Drive
Manchester, CT. 06040**

The Original submittal is to be marked on the outside of the proposal "Original".

The submittal shall be arranged in the following format and sequence and will be evaluated using the four factors and assigned values listed below:

- A. Letter of Interest (5%)**- The letter should identify the proposer's interest in the project, show complete understanding of the MHA needs and briefly explain why the proposer feels it is best qualified to undertake this engagement. Identify the principal staff who would be assigned to this engagement.
- B. The Technical Approach and the Response Plan(s) (40%)**- A detailed description of the approach and proposed work plan; and time frame for completion of this engagement.
- C. Demonstrated Experience in Similar Engagements (40%)** - The prior experience identified by the proposer in similar engagements, including, but not limited to, experience with demonstrated course of action and a history of strategies related to future course of action. The proposer will provide contact information on references for prior clients with similar engagements and provide a brief description of the role the consultant played in each engagement.
- D. Cost (15%)**- Propose hourly fees, expenses, and estimated time that would be required to complete this engagement.

Cost Incurred in Responding

All costs directly or indirectly related to preparation of a response to the Request for Proposal, or any oral presentation required to supplement and/or clarify the submittal which may be required by the **MHA** shall be the sole responsibility of and shall be borne by Offeror.

Each firm by submitting its proposal waives any claim for liability against the **MHA** as to loss, injury and costs or expenses, which may be incurred as a consequence of its response to this document.

SUBMISSION DEADLINE

December 3, 2021 at 2:00 pm eastern standard time, MHA located at 24 Bluefield Drive, Manchester, CT. 06040.

REJECTION

MHA reserves the right to reject any and all submittals and/or to waive any informality in the solicitation process or parts thereof and to re-solicit.

MHA does not guarantee that a contract will be awarded as a result of this Request for Proposal

CONTRACT COMPLIANCE STATEMENT

The Offeror shall state his/her compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. Offeror must state his compliance with terms of this Request for Proposal (see attachments).

The Offeror must demonstrate that the proposal meets **all** applicable rules, regulations, permitting, registration and licensing requirements, whether Local, State or Federal. **It** is the responsibility of the potential Contractor to determine the applicability of any rule, regulation or other requirement.

SECTION 5
GENERAL TERMS AND CONDITIONS

1. **CONTRACT AGREEMENT:** This Request for Proposal, the Respondent's response to it and the contract to be executed as a result of award will constitute the entire agreement between the successful Offeror and the Authority unless mutually amended in writing. In the case of conflict between terms of any contract and this RFP, the contract terms shall prevail. The Contract Agreement attached hereto will be used as the basis for negotiation between the Offeror and the Authority, therefore, any and all exceptions to the contract should be noted by Offeror as part of his/her proposal response.
2. **SIGNED PROPOSAL CONSIDERED AN OFFER:** Receipt of a signed proposal shall be considered a binding offer by the Respondent which shall remain firm for a period of 90 days from the date of bid opening. In the event of withdrawal after bid opening, the Authority may take such action as it deems appropriate including legal action for damages or specific performance.
3. **PAYMENT TERMS:** Payment terms are NET 30 days following receipt of correct invoice. The Authority is responsible for all payments to Respondent under the Contract.
4. **CHANGES:** the Authority shall have the right, at any time, to increase or decrease the scope of work contained in this RFP to meet increased or decreased needs.
5. **AVAILABILITY OF FUNDS:** Any and all payments to the Respondent shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.
6. **NON-DISCRIMINATION:** The Respondent shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and Authority requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.
7. **GOVERNING LAWS:** The contract is made under and shall be governed and construed in accordance with the laws of the State of Connecticut.
8. **ADVERTISING:** In submitting a proposal to the Authority, the Respondent agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of the Authority.
9. **CONFIDENTIALITY OF PROPOSALS:** In submitting a proposal the Respondent agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Authority until after the award of the Contract. Respondents not in compliance with the provision may, at the option of the Authority, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from this provision.

10. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.
11. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Respondents in preparing or submitting proposals are the Respondents' sole responsibility. The Authority will not reimburse any Respondent for any costs incurred prior to award of the Contract.
12. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Respondents shall become the property of the Authority when received.
13. **COLLUSIVE BIDDING:** The Respondent's signature on the price proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible Respondents and without effort to preclude the Authority from obtaining the lowest possible competitive price.
14. **GENERAL INDEMNITY:** The Respondent shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Authority for the entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Authority or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this RFP, by the Respondent or their employees, including losses, expenses or damages sustained by the Authority officials from any and all such losses, expenses, damages, demands and claims. The Respondent further agrees to defend any suit or action brought against the Authority, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. The obligations of the Respondent pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Respondent.
15. **CONFLICT OF INTEREST:** All Respondents must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the Authority. All Respondents must also disclose in writing with their proposal the name of any employee of the Authority who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or subsidiaries. By submitting a proposal, the Respondent certifies that there is no relationship between the Respondent and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.
16. **ERRORS AND OMISSIONS:** The Respondent shall not take advantage of any errors or omissions in this RFP. The Respondent shall promptly notify the Authority of any omissions or errors found in this document.

17. INDEPENDENT INVESTIGATIONS: The Housing Authority of the Town of Manchester reserves the right to make independent investigations as to the qualifications of the Respondent. Such investigations may include contacting existing customers. The Authority reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action will be in the best interest of the Authority.
18. REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.
19. NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Respondent and the award has been made, the successful Respondent will be notified within ten (to) working days of this award. The Authority will notify the successful Respondent in writing, either by a Letter of Award or a Purchase Order or both. VERBAL NOTIFICATION OF THE AWARD OF THE CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.
20. TERMINATION FOR CAUSE: The Authority reserves the right to terminate the Contract at any time for cause. The violation of any provision or condition contained in the Contract, or the refusal, failure, or inability to carry out any provisions of the Contract shall constitute sufficient grounds to terminate the Contract for cause. Should the Authority elect to terminate the Contract for cause, the Authority will notify the Respondent 30 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 Authority.
21. TERMINATION WITHOUT CAUSE: The Authority may terminate the 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.
22. DRUG POLICY: The Respondent certifies that it maintains a drug-free work place environment to ensure worker safety and workplace integrity. The Respondent further agrees their employees shall comply with the Town of Manchester Drug-Free Workplace Policy.
23. AUTHORIZED PERSONNEL: While engaged in the performance of the services described herein, only authorized employees of the Respondent are allowed at the Authority locations where the work is being performed. During the performance of these services, the Respondent employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) who are not a current, authorized employee(s) of the Respondent.

24. EMPLOYEE GUIDELINES: The Respondent shall use only qualified personnel to provide the required services. The Respondent shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds.

INSURANCE COVERAGE: During the term of the Contract, the Respondent at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Respondent shall provide and maintain the following coverage and limits INSURANCE:

The Contractor shall furnish the following insurance coverage issued by an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of this Contract including any and all extensions or renewals thereof. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

A. Fidelity/Crime Insurance:

- Limits of not less than \$1,000,000 per occurrence that covers claims incurred as a result of Contractor's employees' dishonesty, burglary, theft, fraud, or destruction of property.

B. Comprehensive General Liability Insurance, Including Contractual Liability Insurance:

- Limits not less than \$1,000,000 for all damages because of bodily injury sustained as the result of any occurrence, and \$1,000,000 for all damages of property sustained by each person as the result of any one occurrence, and \$1,000,000 for all property damage sustained as a result of any one occurrence, or a limit of not less than \$3,000,000 Combined Single Limit (CSL). All deductibles, if any, are the sole responsibility of the Contractor to pay, or indemnify the Authority for paying, or both.

C. Automobile Liability Insurance:

- Limits not less than \$1,000,000 for all damages because of bodily injury sustained by each person as a result of any occurrence, and \$1,000,000 for damage because of bodily injury sustained by two or more persons as the result of any occurrence, and \$100,000 because of property damage sustained as the result of any one occurrence, or a limit of not less than \$1,250,000 Combined Single Limit (CSL). All deductibles, if any, are the sole responsibility of the Contractor to pay, or indemnify the Authority for paying, or both.

D. Workers' Compensation Insurance

- Contractor must maintain Worker's Compensation Insurance for their employees in accordance with Connecticut State Statutes.

E. The Housing Authority of Manchester is named as an Additional Insured

THE UNDERLINED WORDING ABOVE MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACCORD INSURANCE CERTIFICATE

Contractor and its provider must provide the Authority not less than thirty (30) days' notice before cancellation or decrease in coverage of any insurance policy required hereby. All insurance policies required hereby must provide occurrence-based coverage.

It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Contractor by virtue of its promise to hold the Authority harmless, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required by this Part VII, if any, are the sole responsibility of the Contractor to pay, or indemnify the Authority for paying, or both.

The Authority may review the insurance requirements and coverages from time to time during the term of this Contract and all extensions and renewals hereof. The Contractor agrees to comply with any and all reasonable insurance requirements or modifications that the Authority from time to time requires of the Contractor.

Cancellation or other termination of insurance policies required by this Contract without immediate replacement thereof will be considered an Event of Default. The Contractor agrees that the Authority may, at the Authority's option, cure such a default by procurement of insurance on behalf of the Contractor, at the Contractor's expense.

F. In the event of Professional Services, the Contractor shall also provide:

Professional Liability Insurance. A policy of Errors and Omissions Liability Insurance appropriate to the Respondent's profession. Coverage should be for a professional error, act, or omission arising out of the Scope of Services described herein and/or associated Work Orders, with the following minimum coverage.

- \$1,000,000 per Claim/Aggregate

If the Professional Liability Insurance policy is written on a claims made form, the Respondent warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period ("tail") for a minimum of three years from the date of completion of the work authorized by the Contract. In the event that the Respondent is authorized to engage subcontractors, each subcontractor shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by the Authority

25. . OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions

- Respondent's insurance is to be considered primary for losses that occur as a direct result of the Respondent's actions.
- Coverage shall state that the Respondent's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice.

The Respondent must include a copy of their insurance certificate with their proposal package. Upon award of the Contract, the selected Respondent shall add the Authority as an additional insured to their insurance policy.

26. SOCIO ECONOMIC CONSIDERATION: The Manchester Housing Authority encourages and gives preference to companies located and owned by persons residing in a public housing development (commonly referred as Section 3). The Authority's Affirmative Purchasing Policy also encourages bids from all small businesses including minority and women owned businesses.

HOUSING AUTHORITY OF THE TOWN OF MANCHESTER
24 Bluefield Drive, Manchester CT 06040 (860) 643-2163

CONTRACTUAL AGREEMENT

This Contractual Agreement (the "Contract" or the "Agreement") is entered into as of this 3rd day of January, 2022 between the Housing Authority of the Town of Manchester, hereinafter referred to as the "Authority" and, [REDACTED] hereinafter called the "Contractor".

The Contractor is bound by this Contract and shall provide the following:

I. SCOPE OF SERVICES:

The Contractor shall provide services in accordance with the attached Scope of Services (Exhibit A) and shall meet all other requirements set forth in Request For Proposal Number XXXX-XX issued XXXXXX by the Authority (the "RFP"). In the event that the provisions of this Contract and the RFQ are inconsistent or conflicting, this Contract will control.

H. TIME OF PERFORMANCE:

Time of performance of this Contract will begin on the date of this Contract and continue through December 31, 2024, with an option to extend this Contract, in the sole discretion of the Authority, for an additional one (1) year period beginning January 1, 2025. The contract may be extended for additional one (1) year period(s) thereafter at the sole discretion of the Authority in the event a project is underway, and the Contractor's services are essential to project completion.

PERFORMANCE STANDARD:

Contractor agrees to carry out the provisions of this Contract with the highest professional skill and competence. All of the services required shall be performed to the sole satisfaction of the Authority as a condition of payment for the rendering of such services.

IV. COMPENSATION:

All payments to the Contractor shall be subject to Contractor's satisfactory performance of services under the terms of this Contract. Upon the submission and acceptance of the services specified above, and upon presentation of an invoice from the Contractor to the Authority, the Authority will compensate the Contractor within thirty (30) days of receipt of invoices in accordance with rates set forth in the attached Pricing & Compensation Plan (Exhibit B).

In the event that the Authority determines the Contractor to be in nonconformance with the terms of this Contract or if in the Authority's judgment the Contractor's work is not satisfactory, the Authority may take corrective action including but not limited to the following:

1. Delay of Payment
2. Adjustment of Payment
3. Suspension or Termination of this Contract

V. PERSONNEL:

It is mutually agreed that the Contractor, including its employee(s) is an independent Contractor and not an officer, employee, or agent of the Authority. It is mutually agreed that this is a contract for services and not a contract of employment. Contractor, or its employees, will not be entitled to any employment benefits from the Authority, such as but not limited to, vacation, sick leave, insurance, worker's compensation, F.I.C.A., pension, and retirement benefits. The Authority will make no withholdings of F.I.C.A. from payments to the Contractor.

VI. GENERAL INDEMNITY:

The Contractor shall save and hold harmless, pay on behalf of, protect, defend, and indemnify the Authority for the entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Authority or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this Contract in a manner that is not in the scope of Contractor's authority granted in this Agreement or which results from the Contractor's negligence willful misconduct, fraud or misrepresentation, by the Contractor or their employees, including losses, expenses or damages sustained by the Authority officials from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the Authority, (as outlined above) based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

VII. INSURANCE:

The Contractor shall furnish the following insurance coverage issued by an insurance company licensed to conduct business in the State of Connecticut, Insurance coverage shall remain in full force for the duration of this Contract including any and all extensions or renewals thereof. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

A. Fidelity/Crime Insurance:

- Limits of not less than \$1,000,000 per occurrence that covers claims incurred as a result of Contractor's employees' dishonesty, burglary, theft, fraud, or destruction of property.

B. Comprehensive General Liability Insurance, including contractual liability

Insurance:

- Limits not less than \$1,000,000 for all damages for any bodily injury sustained as the result of any occurrence, and \$1,000,000 for all damages of property sustained by each person as the result of any one occurrence, and \$1,000,000 for all property damage sustained as a result of any one occurrence, or a limit of not less than \$3,000,000 Combined Single Limit (CSL). All deductibles, if any, are the sole responsibility of the Contractor to pay, or indemnify the Authority for paying, or both.

C. Automobile Liability Insurance

- Limits not less than \$1,000,000 for all damages for any bodily injury sustained by each person as a result of any occurrence, and \$1,000,000 for damage because of bodily injury sustained by two or more persons as the result of any occurrence, and \$100,000 because of property damage sustained as the result of any one occurrence, or a limit of not less than \$1,250,000 Combined Single Limit (CSL). All deductibles, if any, are the sole responsibility of the Contractor to pay, or indemnify the Authority for paying, or both.

D. Workers' Compensation Insurance:

Contractor must maintain Worker's Compensation Insurance for their employees in accordance with Connecticut State Statutes.

E. The Housing Authority of the Town of Manchester is named as an Additional Insured (ATIMA).

THE UNDERLINED WORDING ABOVE MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACCORD INSURANCE CERTIFICATE.

Contractor and its provider must provide the Authority not less than thirty (30) days' notice before cancellation or decrease in coverage of any insurance policy required. All insurance policies required hereby must provide occurrence-based coverage.

It is further agreed that the amount of insurance required does not, in any way, limit the liability of the Contractor by virtue of its promise to hold the Authority harmless, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required by this Part VII, if any, are the sole responsibility of the Contractor to pay, or indemnify the Authority for paying, or both.

The Authority may review the insurance requirements and coverages from time to time during the term of this Contract and all extensions and renewals hereof. The Contractor agrees to comply with any and all reasonable insurance requirements or modifications that the Authority from time to time requires of the Contractor.

Cancellation or other termination of insurance policies required by this Contract without immediate replacement will be considered an Event of Default. The Contractor agrees that the Authority may, at the Authority's option, cure such a default by procurement of insurance on behalf of the Contractor, at the Contractor's expense.

VIII. EVENTS OF DEFAULT AND REMEDIES:

A. Any of the following occurrences or acts shall constitute an Event of Default under this Contract:

- (1) If the Contractor, its successors, or assigns, fail to fulfill any of the covenants, conditions, or agreements on the part of the Contractor set forth in this Contract; or
- (2) If any determination shall have been made by competent authority such as, but not limited to, any Federal, State, or local government official, or a Certified Public Accountant, that the Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Contractor's performance of this Contract; or
- (3) If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Contractor a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition, or similar relief for the contractor under the federal bankruptcy laws, or any other similar applicable law.
- (4) Any attempt by the Contractor to assign or transfer the Contract, or any of its rights or obligations hereunder, in whole or in part, without the express written consent of the Executive Director of the Authority shall be void and without effect and shall constitute an Event of Default under this Contract.

The Authority may, in the sole discretion of its Executive Director, waive any Event of Default, provided that such a waiver as to a particular Event of Default shall not constitute a waiver of any other Event of Default, whether of the same or different type, and whether preceding or succeeding the waived Event of Default. No waiver of an Event of Default will be effective unless it is expressly given in a writing signed by the Executive Director of the Authority

B. Election of Remedies

If any Event of Default occurs and is not specifically waived in the manner set forth herein, the Authority may elect to pursue any one or more of the following remedies, in any combination or sequence:

- (1) Take such action as it deems necessary, including without limitation, the temporary withholding or reduction of payment;
- (2) Suspend program operation;
- (3) Require the Contractor to cure such default to the satisfaction of the Authority;
- (4) Terminate this Contract.

The selection of any remedy shall not prevent the Authority from pursuing any other remedy and shall not constitute a waiver by the Authority of any other right or remedy.

IX. TERMINATION OF AGREEMENT:

A. Termination for Cause

Upon the occurrence of any Event of Default, the Authority may terminate this Contract. Notice of termination will be given in writing to the Contractor and is effective immediately upon mailing.

B. Termination for Non-availability of Funds

In the event the Authority finds, in its sole discretion, that it does not have further funds available for this program, the Authority may terminate this Contract. Notice of termination will be given in writing to the Contractor and is effective immediately upon mailing.

C. Termination at Will

The Authority may terminate this Contract at any time without cause. Notice of termination will be given in writing to the Contractor and is effective immediately upon mailing.

The Contractor may terminate this Contract upon giving sixty (60) days' written notice to the Authority.

D. Payment upon Termination

In the event this Contract is terminated as herein provided, the Authority shall make payment to the Contractor for all services performed that are not in dispute up to and including the date of termination.

X. ESTABLISHMENT AND MAINTENANCE OF RECORDS:

The Contractor agrees to establish and maintain fiscal control and accounting procedures which assure proper accounting for all funds paid by the Authority to the Contractor under this Contract. The Contractor agrees that all records with respect to all matters covered by this Contract shall be maintained during the term of this Contract, and for five (5) full years following termination, including any renewal or extension.

XI. REPORTS AND INFORMATION:

The Contractor shall furnish the Authority with such information and reports concerning the progress and management of this Contract as may be required by the Authority from time to time and as further described in, but not limited by, Exhibit A.

XII. CONFLICT OF INTEREST:

A. Contractor shall disclose to the Authority any immediate family member of any of its employees, agents, or subcontractors (parent, parent-in-law, spouse, child, brother, sister, brother-in law, sister-in-law, or stepparent) who is employed by the Authority.

B. Without limiting the foregoing, Contractor hereby represents and warrants that, except as disclosed to the Authority, neither the Contractor, nor any of its employees, agents, or subcontractors, has any relationship with any third party which may (i) be adverse to the Authority's interest or (ii) create a conflict in the Contractor's ability to perform the terms of this Contract with the highest standard of diligence. Contractor shall advise the Authority if any such conflict of interest arises in the future.

XIII. HIRING POLICIES:

Contractor hereby certifies and agrees to have appropriate hiring policies and screening procedures for employees who will be working with youth and other residents of public housing.

The Contractor agrees that the Authority may review its hiring policies and screening procedures for employees who will be working with youth and other residents, and that the Contractor shall accept recommendations and direction from the Authority to assure that such procedures are appropriate. The foregoing sentence notwithstanding, the Authority undertakes no liability for any failure of any of Contractor's hiring policies and screening procedures to comply with any laws or regulations or to prevent any harm to any person or entity, and Contractor agrees to hold harmless and indemnify the Authority for any expense to the Authority arising in relation to defending or settling any claim or accusation charging the Authority with such liability.

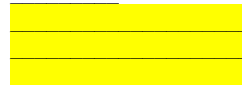
XIV. NOTICES:

All notices, approvals, demands, requests, or other documents required or permitted under this Contract, other than routine communications necessary for the day-to-day operation of this Contract, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, at the following addresses:

As to the Authority

Joseph D'Ascoli, Executive Director
Housing Authority of the Town of Manchester
24 Bluefield Drive
Manchester, Ct. 06040

As to the Contractor



Neither party shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Contract.

XV. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION:

A. In carrying out this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap or sexual orientation.

B. The Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

XVI. SECTION 3; MINORITY BUSINESS ENTERPRISES AND WOMEN OWNED BUSINESS ENTERPRISES:

A. Whether or not Housing and Urban Development ("HUD") funds are in use for a particular project, to the extent consistent with other Federal, State, and local laws and regulations, Contractor agrees develop and implement strategies acceptable to the Authority that will specifically target Section 3 residents and businesses (as those terms are defined by HUD) for economic opportunities described in Section 3 of the Housing and Urban Development Act of 1968.

B. Contractor agrees that, to the extent it is necessary for the Contractor to subcontract for any services in the fulfillment of the Scope of Services as to any particular relocation project, and to the extent consistent with other Federal, State, and local laws and regulations, Contractor agrees to make a good faith effort acceptable to the Authority to subcontract no less than 50% of the total projected value of all subcontracts for that particular project to a business or businesses certified as Minority Business Enterprise or Women Owned Business Enterprises by the Town of Manchester pursuant to the Municipal Code of the Town of Manchester, and must be acceptable to the Authority.

XVII. CONDITIONS:

The Contractor hereby agrees to conform to all applicable laws, ordinances, statutes, policies and regulations of the Federal Government, State of Connecticut and Town of Manchester, including, but not limited to the following:

- (1) Civil Rights Act of 1964, as amended
- (2) Civil Rights Act of 1991, as amended
- (3) Section 2-655 through 2-699 of the Manchester Municipal Code (as applicable)
- (4) Executive Orders Numbers 3 and 17 of the State of Connecticut
- (5) Section 504 of the Rehabilitation Act of 1973
- (6) Americans with Disability Act ("ADA") of 1990; Public Law 101-336 (as applicable)Manchester, as amended
- (7) Fraud Policy of the Housing Authority of the Town of Manchester, as amended

XIX. ENTIRE AGREEMENT:

This Agreement, together with the Authority's RFP and the Contractor's response to it contains the entire understanding between the parties and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

WITNESS

HOUSING AUTHORITY OF THE TOWN OF MANCHESTER

BY: _____
Joseph D'Ascoli, Executive Director

WITNESS

CONTRACTOR

BY: _____
, Owner

ATTACHMENTS

- A.** Company Information
- B.** Client References
- C.** Fair Employment Practice Statement
- D.** Contingent Fees Statement
- E.** Non-Collusive Affidavit
- F.** Certification for Contracts, Grants, Loan and Cooperative Agreement
- G.** HUD form 5369-B, Instructions to Offerors Non-Construction
- H.** HUD form 5369-C, Certification and Representation of Offerors Non-Construction

ATTACHMENT A
COMPANY INFORMATION

Name of Organization _____

Business Address _____

Phone Number _____

Name of Principal Owners
(Leave blank if publicly owned) _____

Number of Years in Business _____

Location of office
which would service
the MHA _____

Attach any additional information regarding your firm's background, which would be useful in assessing your proposal.

ATTACHMENT B
CLIENT REFERENCES

PLEASE PROVIDE ON A SEPARATE SHEET OF PAPER LABELED ATTACHMENT B, FIVE (5) CLIENT REFERENCES. INFORMATION SHOULD INCLUDE:

Customer Name

Address

Contact

Person Phone

Number

Email

Address

A brief description of the role the consultant played in the engagement(s) for this client and the current implementation status of such project(s).

ATTACHMENT C
FAIR EMPLOYMENT PRACTICE STATEMENT AFFIDAVIT

STATE OF _____

COUNTY OF _____

After being first duly sworn according to law, the undersigned (Affiant) states that he/she is

_____ of _____ (Contractor)

and that by its employment policy, standards and practices the Contractor does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal of, laying off of any individual due to his/her race, creed, color, national origin, age sex, or handicapping condition.

Any further Affiant

sayeth not. Signature

Type/Print Name

ATTACHMENT D
CONTINGENT FEES STATEMENT

STATE OF _____

COUNTY OF _____

In accordance with the Manchester Housing Authority's policy, it is a breach of ethical standards for a person to be retained, or to upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After being first duly sworn according to law, the undersigned (affiant) states that he/she is the

_____, of _____ (Offeror)
and that the Offeror has not retained anyone in violation of the foregoing.

And further Affiant sayeth not.

By: _____

Title: _____

Sworn to and subscribed before me on this _____ day of _____, 20____

Notary Public

My Commission Expires: _____

ATTACHMENT E
FORM OF NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Vendor that has submitted the attached Proposal:

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and has not, in communications or conference, with any person, agreed to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Manchester Housing Authority or any person interested in the proposed contract; and that all statements in said proposal of bid are true; and;

(4) Any professional fees arrived at during negotiations must be fair and proper and are not to be tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Professional or any of its agents, representatives, owners, employees or parties in interest, including this affidavit.

(Signed) _____

_____ Title

Sworn to and subscribed before me on this day of _____,

20____

Notary Public

My Commission Expires: _____

ATTACHMENT F
CERTIFICATION FOR CONTRACTS, GRANTS, LOAN AND COOPERATIVE
AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons, for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__

By: _____
(Signature of Authorized Official)

(Signature of Authorized Official)

Sworn to and subscribed before me on this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____