

**HOUSING QUALITY INSPECTION SERVICES –
HUD SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**



Request for Proposals

**HOUSING QUALITY INSPECTION SERVICES
HUD SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

Documents Issued By:
Manchester Housing Authority
24 Bluefield Drive
Manchester, Ct. 06040
Contact Joseph D'Ascoli
Phone: 860-643-2163 ext. 101

**HOUSING QUALITY INSPECTION SERVICES –
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ATTACHMENTS:

- Acknowledgement of Addenda (*list all issued addenda, signature required*)
- Sample Contract
- HUD Form 5369b: Instructions to Offerors (Pre-award Terms)
- HUD Form 5369c: Representations, Certifications and other Statement (*signature required*)
- HUD Form 5370-C: General Conditions for Non-Construction Contracts
(contract value above 250,000)
- HUD Form 50071: Certification of Payments to Influence Federal Transactions
(contract value above \$100,000)
- Form SF-LLL
(contract value above \$100,000)

SCHEDULE OF EVENTS:

Solicitation Issuance	July 1, 2026
Last Day for Questions	Monday July 13, 2026, by 10:00 am
Proposal Due Date/Responses Due	Friday, July 31, 2026, by 10:00 am
Award/Contract Effective	On or around week of September 16, 2026

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**SECTION 1: INTRODUCTION, QUESTIONS & COMMUNICATION, SUBMISSION,
EVALUATION, AND AWARD**

1.1 Introduction

The Manchester Housing Authority, of Manchester, Connecticut (MHA), is publishing this *Request for Proposals* (RFP) to solicit a firm or firms to conduct NSPIRE inspections for properties administered by the Authority for the Housing Choice Voucher program, as described in the scope of services in this RFP, for a period of three years or more.

1.2 Questions and Communication

All questions must be put in writing to the RFP Contact named below no later than the date and time *indicated on the cover of this RFP* as the Last Day for Questions. MHA goal is to assure that all respondents have access to the same information concerning this RFP. MHA needs sufficient time to post questions and answers in an addendum to this RFP. MHA reserves the right to use its discretion in issuing addenda for questions and answers; only those questions and answers which might materially affect a vendor's response will result in an addendum.

The respondent must check MHA's website, www.manchesterha.org, to acquire addenda MHA may issue for this RFP.

NOTE: Any solicitation or lobbying directed at any MHA staff, or any Board of Commissioners member, is prohibited and is grounds for disqualification of the respondent's proposal.

MHA's sole RFP Contact:

Joseph D'Ascoli
Executive Director
24 Bluefield Drive
Manchester, CT 06040

Email: josephd@manchesterha.org.

1.3 Response Deadline and Delivery

The respondent must mail or hand delivery its full proposal to Manchester Housing Authority 24 Bluefield Drive, Manchester, CT. 06040, on or before the date and time indicated *on the cover page of this RFP*. *No emails will be accepted.*

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1.4 Proposal Format

To ensure proper receipts and handling of responses, the respondent shall use the following file naming convention: the respondent's name, hyphen, RFP number, hyphen, and the services solicited.

Name:

HCV Nspire Inspection Services,

The respondent's failure to use MHA's naming convention may result in the loss, misplacement, or rejection of the respondent's proposal

The respondent must include the following with its response:

Client References

Include three (3) references for which the respondent has provided a similar scope of work. Include contact name, address, and phone number. Provide a brief description and the value of the work performed.

Organizational Chart and Staffing

Provide an organizational chart for staff and subcontractors providing services to the MHA.

Provide resumes highlighting credentials, qualifications, roles, and professional licensing/certifications of key staff and subcontractors who will be involved in the work.

Technical Proposal

Submit a detailed response to RFP Section 2, *Scope of Services*. Address the scope items in the same order as they appear in the RFP. Include a description of the respondent's ability to perform in a manner that demonstrates evidence of the respondent's knowledge and experience. The respondent may reply "NO RESPONSE" to any scope of service that the respondent does not want to provide.

MHA does not permit staff or subcontractor substitutions after award without prior written approval of MHA.

Fee Proposal

Include a complete *Fee Proposal* indicating any and all costs associated with the services proposed to fulfill the terms of the contract. Include hourly billing rates for key staff and identify any and all items that are billable expenses.

In addition:

MHA does not permit cost-plus-a-percentage-of-cost fee structures.

MHA treats administrative subcontractor markups as a cost-plus fee structure, which it does not permit.

MHA does not permit charging travel costs and other incidental expenses.

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Contractor shall pay any and all costs not specifically provided for in this proposal.

1.5 Pricing Period

MHA requires all offers to be firm for a period of ninety (90) days following the RFP due date.

1.6 Right to Verify Information

MHA may verify any and all information provided in each response. If MHA finds evidence of false or misleading information, MHA may reject the respondent's submittal.

1.7 Respondent's Qualifications

MHA may make such investigations it deems necessary to determine the ability of the respondent to perform the services outlined in the scope of work. If requested, the respondent shall provide MHA with all such information and data for this purpose. MHA reserves the right to reject any response if the evidence submitted by or derived from an investigation fails to satisfy MHA that the respondent has the capacity to perform the obligations of the contract and to complete the work specified in this RFP.

1.8 Security

If respondent's proposal references terms and conditions or clauses in a license, subscription, maintenance, support, or similar agreement, including via an internet link or uniform resource locator address, that conflict with the terms of this contract, the additional terms and conditions or conflicting clauses are not binding on MHA, and the provisions of this contract governs. Further, no such terms and conditions or clauses expand MHA's liability or reduce MHA's rights.

1.9 Award

MHA may award a contract to the respondent whose proposal is deemed most advantageous to MHA. MHA may award more than one contract. Further, MHA may administer the contract in the manner that is most advantageous to it, taking into consideration cost effectiveness, efficiency, and practicality. MHA's contract administration may include assigning work on a rotational basis, or by dividing tasks among awardees. MHA may make a "no award" on all or any part of this RFP, and to negotiate the extent of services provided (upward or downward).

MHA may make a partial or a full award of the services requested. The respondent's obligations continue to be obligations of the contractor when awarded. MHA makes awards based on an evaluation of price and of other factors described in this RFP.

An award is not an exclusive contract and there is no guarantee as to the amount of work to be assigned for any particular period of time. MHA may seek separate solicitations for major projects or for assignments not covered by the *Scope of Services*.

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1.10 Conditions of Contract

This RFP, including all attachments and linked terms and conditions, together with the respondent's proposal form the entire agreement between the respondent and MHA. MHA does not permit modifications to the *Sample Contract* attached to this RFP.

If MHA requires additional services that have not been awarded, MHA may seek the services in the open market.

The person signing the response on behalf of the bidder must be authorized to commit the respondent in contractual matters.

MHA encourages responses from all small businesses including Section 3 companies located in or owned by persons residing in a public housing development, and minority or woman owned businesses.

The respondent shall have authorized the person signing a proposal to commit the respondent in contractual matters, and to conduct negotiations on behalf of the respondent.

1.11 Funding

MHA's award is contingent upon continued funding from one or more sources, including federal funds. In the event that sufficient funds are not available at any time during the contract term, MHA may cancel the contract. In such event, MHA will pay the contractor for satisfactory services provided to date of contract termination.

1.12 Subcontracting

The contractor shall not assign, subcontract, or transfer any interest in an awarded contract without the prior written consent of MHA.

1.13 Availability

The contractor shall have one or more people available during normal business hours to address any MHA problems or complaints related to the awarded contract.

1.14 Federal Section 3 Requirements and Other Socio-Economic Considerations

The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended by the Housing and Community Development Act of 1992 (HUD Section 3), is to ensure that employment and other economic opportunities generated by certain U.S. Department of Housing & Urban Development (HUD) financial assistance provided to MHA, *to the greatest extent feasible*, and consistent with existing Federal, State, and local laws and regulations, are directed to Low-Income and Very Low-Income persons, particularly those who

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are recipients of government assistance for housing, and to business concerns that provide economic opportunities to Low-Income and Very Low-Income persons.

The contract resulting from this solicitation is NOT subject to the terms of Section 3. MHA encourages responses from small businesses including minority- and women-owned businesses.

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SECTION 2 GENERAL TERMS AND CONDITIONS

1. **SIGNED RESPONSE CONSIDERED AN OFFER:** Receipt of a signed response is considered a binding offer by the respondent, who shall keep offers open for a period of 90 days from the date responses are due. In the event of withdrawal after response submission, MHA may take such action as it deems appropriate including legal action for damages or specific performance.
2. **CHANGES:** MHA has the right, at any time, to increase or decrease the scope of “Work” contained in this RFP to meet increased or decreased needs.
3. **AVAILABILITY OF FUNDS:** Any and all payments to the contractor are deemed binding only to the extent of funds appropriated for the purpose set forth in this RFP.
4. **NON-DISCRIMINATION:** The contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State and MHA 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.
5. **ADVERTISING:** In submitting a response to MHA, the respondent agrees not to use the results of their response as a part of any commercial advertising without prior approval of MHA.
6. **CONFIDENTIALITY OF RESPONSES:** In submitting a response, the respondent agrees not to discuss or otherwise reveal the contents of its response to any source outside of MHA until after the award of the contract. MHA may disqualify the respondent not in compliance with this provision. Only discussions authorized by MHA are exempt from this provision.
7. **ELABORATE RESPONSES:** Elaborate responses in the form of brochures or other presentations beyond those necessary to present a complete and effective response are not desired.
8. **COST FOR RESPONSE PREPARATION:** Any costs incurred by the respondent in preparing or submitting a response are the respondent’s sole responsibility. MHA will not reimburse the respondent for any costs incurred prior to MHA awarding the contract.
9. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the respondent become the property of MHA when received.
10. **COLLUSIVE ACTIVITY:** The respondent’s signature on the response is a guarantee that the prices quoted have been arrived at without collusion with other eligible respondents and without an effort to preclude MHA from obtaining the lowest possible competitive price.

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11. ERRORS AND OMISSIONS: The respondent shall not take advantage of any errors or omissions in this SPS. The respondent shall promptly notify MHA of any omissions or errors found in this document.

12. INDEPENDENT INVESTIGATIONS: MHA reserves the right to make independent investigations as to the qualifications of the respondent. Such investigations may include contacting existing customers. MHA reserves the unqualified right to accept or reject any and all responses, and to waive any irregularities or deficiencies as may be permitted by law when it is deemed that such action is in the best interest of MHA.

13. REFERENCE TO OTHER DATA: Only information which is received in response to this SPS will be evaluated. Reference to information previously submitted will not be evaluated.

14. NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the respondent and the award has been made (in the case of contract approval by MHA Board of Commissioners, award will be deemed made upon such approval), the successful respondent will be notified within ten (10) working days of this award. MHA 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 OFFICIAL NOTIFICATION.**

15. AUTHORIZED PERSONNEL: While engaged in the performance of the services described herein, only authorized employees of the contractor are allowed at MHA locations where the services are being performed. During the performance of these services, the contractor's employees are not to be accompanied in the work area by acquaintances, family members, associates, or any other person, not a current, authorized employee or agent of the contractor.

16. DRUG POLICY: The contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. The contractor further agrees its employees shall comply with MHA's Drug-Free Workplace Policy.

17. SAFETY: Contractor shall insure that its employees meet and maintain all applicable OSHA or other similar workplace safety and licensing requirements (i.e., asbestos certification, electrician licensing, OSHA 10 etc.) and adhere to all OSHA and other required safety standards and regulations that apply while performing their job duties. The contractor shall provide proof of licensure and compliance with all applicable safety requirements upon request by MHA.

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18. CONTINUANCE OF WORK: If the contract term expires and the contractor has not completed assignments that are underway, MHA may, at its discretion, allow the contractor to complete those assignments if the following conditions are met and evidenced in writing:
1. The contractor submits a request to MHA to complete the assignments that are underway.
 2. The prices in contract remain in effect until all work is completed.
 3. All other contractual obligations and conditions remain the same, including insurance requirements.
 4. This provision does not apply to any continuance of work which would extend the contract term (including any extensions by MHA) beyond five years from the date of contract award.
19. STATE AND FEDERAL REGULATIONS: The contractor shall perform all work in accordance with State and Federal safety regulations in regard to work zones, work areas, equipment, vehicles, tools, and supplies. The contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.
20. PUBLIC SAFETY: The contractor shall protect the safety and convenience of the general public. The contractor shall perform services as needed and necessary to protect the general public from hazards.

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SECTION 3: SCOPE OF SERVICES

3.1 Term

The term of the awarded contract is *three years*, commencing on the date both parties sign the contract.

Upon satisfactory completion of the initial term of the contract, MHA may extend the term of the contract at MHA’s sole discretion, for *two additional one year terms*, at the prices initially bid by the contractor.

MHA shall provide the contractor with written notice of its intent to extend the contract at least ninety (90) days prior to the expiration of the then current contract term.

3.2 Minimum Qualifications

The respondent must be met the following minimum qualifications to be considered for a contract award:

- Conducted similar services for Public Housing Authorities for a minimum of five (5) years prior to response submission.

3.3 General Information

All inspections are in Manchester, CT. The term of MHA’s current contract will expiring at the end of the year, and MHA is seeking proposals for a new contract.

Approximate Number of Inspections Required:

Annual Inspections	509
Annual Inspections (RAD/PBV)	99
Initial Inspections	145
Re-Inspections	420
24-hour Re-Inspections	combined with complaints
Complaint Inspections	20

Respondents are free to propose whatever fees they deem reasonable and necessary. All costs associated with the performance of the agreement will be factored into determining the most advantageous offer to MHA.

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3.4 General Requirements

The successful Contractor will be responsible for conducting property inspections in accordance with HUD NSPIRE inspection criteria, and this RFP. MHA administers approximately 599 Section 8 Housing Choice and Project Based Vouchers throughout Manchester.

Compliance: Unit inspections include sites, common areas, building exteriors and building systems. Units should be inspected in accordance with all applicable HUD criteria as well as all supporting HUD regulations, and the Authority's Administrative Plan.

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. Upon MHA request, Contractor will load inspection reports directly into MHA enterprise software system.

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 HUD and MHA.

Notifications: The Contractor will be responsible for notifying all tenants and landlords via mail and/or email 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 NSPIRE violations and of the re-inspection date for all annuals/specials via mail and/or email.

The Contractor also will be required to send to the Director of the Section 8 Program a monthly 2nd fail / units that should be abated list to the MHA.

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Data Management: The Contractor will be responsible for working with the Housing Choice Voucher Program Director to facilitate the automated transfer of information to and from each other. MHA intends to provide to the selected contractor the data required for them to accomplish their duties, and for MHA to receive the data required to populate all fields. MHA currently utilizes PHA Web software. The Contractor will be required to provide the data for import/export according to the specifications provided by MHA. The Contractor will be responsible to provide required technology equipment to complete required tasks (i.e. laptop, tablet). IT staff will install required software, apps, etc. to connect device(s).

3.5 Types of Inspection

- A. 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 MHA.
- B. Annual Inspection: Conducted every year, within the timeframe dictated by Federal Regulations. Such requirements currently require an annual inspection within 364 days of the prior year inspection. MHA will assure that the Contractor is provided with a list of units to be inspected approximately 90 days prior to the inspection anniversary date.
- C. 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 MHA.
- D. 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.
- E. 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.
- F. HQS Quality Control Inspection: These inspections may be conducted on 5% of MHA units under contract during its fiscal year.

3.6 Contractor Responsibilities:

- A. Scheduling appointments with landlords and/or tenants within the time required by MHA, including rescheduling if necessary; inspecting sites, units, common areas, building exteriors, and building systems to ascertain compliance with HUD's NSPIRE, including HUD's Lead Based Paint Rules. Providing timely notice to both the Landlord and the Tenant of the scheduled inspection date. *Vendors are encouraged to utilize schedules that are convenient for tenants and landlords.*
- B. Documenting each inspection by the completion of an inspection report as approved by MHA and HUD and noting thereon when appropriate, information relating to the apartment, deficiencies, failures, and tenant-caused damage or deficiency.
- C. Informing owners and/or tenants within 5 days of inspection, in writing, on a form approved by MHA, as to deficiencies and repairs.
- D. Re-inspecting units within 7 business days of notice that deficiencies have been corrected.
- E. Informing owners of any life-threatening deficiencies noted during the inspection IMMEDIATELY.
- F. Recording the date Landlord confirms with Contractor that Emergency violations have been corrected.

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- G. Re-inspecting Emergency violations within 24 hours of the receipt of owner's certification that all failed items have been corrected.
- H. Discussing inspection reports with owners, tenants, and MHA's HCV Manager and/or designee.
- I. Submitting copies of all correspondence with Landlords and/or Tenants to MHA.
- J. Maintaining confidentiality of records regarding program participants.
- K. Invoicing MHA on a monthly basis for services performed.

MHA will provide a dedicated work area, including adequate workspace, chairs, secured network connectivity, and access to reproduction devices if necessary.

3.7 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. Contractor may be required, upon MHA request, to load completed inspections into MHA enterprise software. 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 MHA staff electronically within 24 hours.

Weekly: On a weekly basis, the Contractor shall submit to MHA 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 MHA on a monthly basis and itemize each inspection performed on an Excel spreadsheet, or form approved by MHA, with the following information as determined by MHA:

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

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

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two (2) notifications and related data. MHA will not pay for any inspections not performed and/or completed.

3.8 Performance Standards and Measures

The Contractor will redo any inspection determined by MHA 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. MHA 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 NSPIRE. 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 MHA 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.

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SECTION 4: EVALUATIONS OF PROPOSALS

4.1 General

Responses are evaluated in accordance with MHA's *Procurement Policy*.

MHA will assign an agent to review each response to this RFP to determine if it substantially complies with this RFP's requirements and procedures. MHA will not complete its evaluation of responses that are not substantially compliant.

In general, MHA will evaluate the pricing in a response, the criteria identified below, a demonstrated record of integrity and business ethics, and the quality of prior performance(s). If the respondent provides unclear information, MHA may assume hypothetical or prior years of experience to identify a qualifying respondent.

4.2 Evaluation Criteria

<u>CRITERION</u>	<u>POINTS</u>
General Background and Experience..... <i>Verifiable experience with requested service(s) proposed; capacity to perform; references; integrity; knowledge of public policy; experience with governmental, housing and/or redevelopment organizations, past performance; financial and technical resources.</i>	45
Technical Response.....; <i>Narrative Response to the Scope of Services, demonstrated knowledge of staff that will be assigned to audit.</i>	30
Competitiveness of Proposed Fees.....	25

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SECTION 5: PRICE PROPOSAL FORM (SIGNATURE REQUIRED)

5.1 General

The respondent is required to provide a complete fee schedule inclusive of all costs associated with delivering the full range of services required of the Service Area(s) proposed. Any and all costs not specifically provided for in the proposal response will be paid by the contractor.

ITEM/DESCRIPTION/FIRM PRICE

1. Initial Inspection	\$ _____ each
2. Annual Inspection	\$ _____ each
3. Complaint/Special Inspection w/in 24-48 hours:	\$ _____ each
4. Emergency Re-inspection:	\$ _____ each
5. Re-inspection:	\$ _____ each
6. No Entry	\$ _____ each

5.2 Fixed Fees Where Possible

Wherever possible, the respondent should provide fixed fee for service.

5.3 Hourly Rates/Key Staff

The respondent should structure hourly rates by service and key staff if there are separate rates and fees for particular services and staff. The fees should be associated with titles and job descriptions of key staff to be assigned.

MHA will not reimburse for travel, mileage, hotel, meals, or other related expenses and will not pay for travel time to and from MHA locations.

5.4 Cost-Plus-Pricing Prohibited

MHA prohibits cost-plus-a-percentage-of-cost pricing, including all subcontractor pricing, administrative markups, and part or supply markups. MHA cautions the respondent that a proposal with cost-plus-pricing may be disqualified.

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5.5 Fees to Remain Firm

Fees remain firm for the duration of the contract unless a price change clause is included in this RFP, or the pricing description specifically allows for price escalations at known dates or performance levels.

The Contractor warrants that the pricing stated herein shall remain firm for the duration of the initial three (3) year term of the Contract. Upon receipt of notice of the Authority's intent to extend the Contract the Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately following its receipt of notice. During this thirty (30) day period, the Contractor may submit a request in writing to the Authority for a price adjustment that is consistent with and relative to price changes consistent with market trends in the industry and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such market data as support the requested adjustment. The Authority may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next renewal of the Contract. If approved, price adjustments become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

As assignments arise, MHA may request project estimates from the contractor. The contractor shall base the project estimates on the hourly rates and expenses fees provided in its proposal. Any and all costs not specifically stipulated will be paid by the contractor.

The undersigned agrees to keep its offer open for 90 days after the RFP due date.

(Respondent's Name)

(Authorized Signature)

(Printed Name, Title)

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SECTION 6: ACKNOWLEDGEMENT OF ADDENDA (SIGNATURE REQUIRED)

The respondent has received the following Addenda, the receipt of which is hereby acknowledged:

Addendum Number _____ Date Received: _____

Addendum Number _____ Date Received: _____

Addendum Number _____ Date Received: _____

Addendum Number _____ Date Received: _____

Addendum Number _____ Date Received: _____

(Respondent's Name)

(Authorized Signature)

(Printed Name, Title)

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SECTION 7: CONTRACTOR INFORMATION (SIGNATURE REQUIRED)

Owner of the Company: _____

List the number of years in business: _____

Is your business full or part-time? _____

List the temporary workers employed on a regular basis, and their positions or titles (attach list)

Do you maintain an office that is staffed during normal daily working hours? _____

Who is MHA's contact person for this contract?

Name: _____

E-mail Address: _____

Phone Number: _____

By signing and submitting this response form, the contractor certifies the following:

1. The contractor's authorized representative is signing this proposal.
2. The contractor is compliant with all Federal, State and Local licensing requirements and will continue to maintain such compliance during the term of the contract.
3. The contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
4. Fees will remain firm for the duration of the contract unless the response pricing specifically allows for price escalation and/or a price change clause is included in this RFP and is exercised in accordance with its terms.
5. All labor costs, direct and indirect, have been determined and included in the proposed cost.
6. The contractor has attended the pre-response meeting and site visits (if applicable) and is aware of prevailing conditions associated with performing these services.
7. The contractor has read and understands the conditions set forth in this response and agrees to them with no exceptions.

In compliance with this RFP and subject to all conditions herein, the undersigned offers and agrees to perform the services or deliver the goods in accordance with the specifications and conditions in this response at the prices quoted if this response is accepted within 90 days from the date it is due.

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CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

I, THE UNDERSIGNED, CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER CONTRACTOR SUBMITTING A RESPONSE FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS RESPONSE AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS RESPONSE AS OR FOR THE CONTRACTOR.

(Respondent's Name)

(Authorized Signature)

(Printed Name, Title)

Date: _____

RESPONDENT MUST SIGN AND INCLUDE THIS FORM IN ITS RESPONSE. FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING RESPONDENT SIGNATURES MAY RESULT IN THE RESPONSE BEING DEEMED BY MHA AS NON-RESPONSIVE.

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Housing Authority of the Town of Manchester
**Special Conditions for
Non-Construction Contracts**

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General

1. Contract

(a) The Housing Authority of the Town of Manchester (“HA”) uses these special conditions in contracts for professional services.

2. Definitions

(a) Terms not defined in these special conditions are found in the main contract document incorporating these special conditions.

(b) “Contractor” includes contractor’s officers, employees, agents, and subcontractors.

Term and Termination

3. Contract Term

(a) Contractor shall begin performance on the date of this contract.

(b) HA may terminate this contract in whole, or from time to time in part, for the HA’s convenience or the failure of the Contractor to fulfill the contract obligations. The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall:

(i) immediately discontinue all services affected (unless the notice directs otherwise), and

(ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(c) If the termination is for the convenience of the HA, the HA will be liable only for payment for services rendered before the effective date of the termination.

(d) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract, the HA may:

(i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work described in the Notice of Termination;

(ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; and

(iii) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the HA by the Contractor.

Contractor agrees HA is liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination.

(e) HA’s Contracting Officer will decide any dispute in accordance with the HA’s procurement policy at the time of the dispute.

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Compensation

4. Performance Standard

Contractor shall make its best effort to provide its service using the highest professional skill and competence.

5. Payments

HA shall pay Contractor for invoices submitted to HA, for service done to HA's satisfaction, within 45 days. HA will not pay invoiced amounts not submitted by Contractor within 6 months of work being performed. Contractor bears the burden of proof of invoice submission to HA.

Recordkeeping & Reports

6. Establishment and Maintenance of Records

Contractor shall establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by HA to Contractor

7. Status Reports

Contractor shall furnish HA with such information and reports concerning the progress and management of this contract as HA may require from time to time.

8. Examination and Retention of Contractor's Records

Contractor will permit HA to have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions, or a period of three years after final payment under this contract.

Data and Patent Rights

9. Ownership and Proprietary Interest

HA has (i) exclusive ownership of, (ii) all proprietary interest in, and (iii) the right to full and exclusive possession of, all information, materials, and documents, discovered or produced by Contractor, resulting from this contract, including reports, memoranda, or letters relating to any contractual research and reporting tasks.

Insurance

10. Liability Coverage

Contractor shall have the follow insurance:

(i) *Comprehensive General Liability Insurance*. HA shall be named as an Additional Insured on a primary non-contributory basis for products & ongoing and completed operations that includes bodily injury & property damage with a combined single limit (CSL) of \$2,000,000. In addition, such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form, if applicable. Waiver of Subrogation to be provided in favor of HA.

(ii) *Professional Liability Insurance*. Limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering acts, errors and omissions arising out of the rendering of, or failure to render, professional services related to this contract if applicable to the services provided under contract.

(iii) *Fidelity/Crime Insurance*. Limits of not less than \$100,000 per occurrence, which covers claims incurred as a result of Contractor's employees' dishonesty, burglary, theft, fraud, or destruction of property, if applicable to the services provided under contract.

(iv) *Automobile Liability Insurance* Combined Single Limit \$1,000,000 for all owned, hired and nonowned vehicles for property damage and liability. HA shall be named as an Additional Insured.

11. Worker's Compensation Insurance

Workers' Compensation – For all employees employed on said Work shall be maintained in accordance with Connecticut's Workers' Compensation Act. In case any class of employees engaged in hazardous Work under the contract at the site of the Work is not protected under the Workers' Compensation Act, the contractor shall provide Workers' Compensation Insurance for the protection of its employees not otherwise protected. Waiver of Subrogation to be provided.

In addition to any other requirements related to workers' compensation insurance, if Contractor is a sole proprietor, a single member LLC or otherwise has no employees, Contractor shall maintain Workers' Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes or as if it were an employer in accordance with the statutes of Contractor's Home State. Contractor shall immediately indemnify HA for any charges levied by the then current HA workers' compensation insurance carrier related to Contractor's failure to carry or provide proof of carrying insurance as described in this provision. The provision of the Contract survives termination or expiration of the Contract.

12. Insurance Conditions

(a) Contractor shall purchase insurance coverage from an insurance company licensed to conduct business in Connecticut with a minimum AM Best's Rating of "A" VIII. All carriers are subject to approval by HA.

(b) Contractor shall ensure all required insurance policies provide occurrence-based coverage.

(c) HA may review the insurance requirements and coverages from time to time. Contractor agrees to comply with HA's reasonable new or modified insurance requirements.

(d) Contractor shall pay all insurance deductibles, if any, or indemnify HA from paying Contractor's insurance deductibles, or both.

(e) Contractor agrees that the amount of insurance required does not, in any way, limit the liability of Contractor by virtue of its obligation to indemnify HA, so that all claims resulting in a settlement or judgment or other claim-related payment in excess of the coverage amounts required, if any, are the sole responsibility of Contractor to pay, to indemnify HA from paying, or both.

(f) If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period

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for claims for the policy in effect during **the contract for two (2) years from the completion date.**

(g) Contractor shall ensure that following phrase is placed by its insurer in the ACORD Certificate of Insurance form's comments section: "The Housing Authority of the Town of Manchester is named as an Additional Insured."

(h) Contractor shall furnish HA all insurance renewal certificates at least thirty (30) days prior to policy expiration.

(i) Contractor shall maintain insurance coverage in full force for the duration of this contract, including extensions or renewals. Contractor's cancellation or termination of insurance policies required by this contract without immediate replacement is a default. HA may cure such a default by procuring insurance on behalf of Contractor, at Contractor's expense.

(j) Contractor shall ensure that Contractor's insurer will provide HA 30-days' notice before cancellation or decrease in coverage, of any insurance policy required.

(k) Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the contract. Non-fulfillment of the insurance provisions shall constitute a breach of the contract and the HA retains the right to stop work until proper evidence of insurance is provided

General Indemnity

13. HA Indemnification

(a) In this section, the following definitions apply:

"Litigation Expense" means any reasonable out of pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements.

"Losses" means any amount awarded in, or paid in settlement of, any Proceeding, including any interest and any Litigation Expenses.

"Proceeding" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

(b) Contractor shall indemnify HA against all Losses arising out of a Proceeding against HA related to this Contract and initiated by a non-party to this contract ("Claim"), except to the extent that HA negligently or intentionally caused those Losses.

(c) HA must promptly notify Contractor of that Claim and deliver to Contractor a copy of all legal pleadings with respect to the Claim.

(d) To assume the defense of a Claim, Contractor must notify HA that it is doing so. Promptly thereafter, Contractor shall retain to represent it in the Claim, independent legal counsel that is reasonably acceptable to HA.

(e) HA is entitled to participate in the defense of a Claim. HA may defend a Claim with counsel of its own choosing and without Contractor participating if

(1) Contractor notifies HA that it does not wish to defend the Claim,

(2) by midnight at the end of the tenth business day after HA notifies Contractor of the Claim Contractor fails to notify HA that it wishes to defend the Claim, or

(3) representation of Contractor and HA by the same counsel would, in the opinion of that counsel, constitute a conflict of interest.

(f) Contractor shall pay any Litigation Expenses that HA incurs in connection with defense of the Claim before Contractor assumes the defense of that Claim, except with respect to any period during which HA fails to timely notify Contractor of that Claim. Contractor will not be liable for any Litigation Expenses that HA incurs in connection with defense of a Claim after Contractor assumes the defense of that Claim, other than Litigation Expenses that HA incurs in employing counsel in accordance with subsection (d), which Litigation Expenses Contractor shall pay promptly as they are incurred.

(g) After Contractor assumes the defense of a Claim, Contractor may contest, pay, settle, or compromise the Claim at its discretion, except that it may not compromise or settle the Claim without the consent of HA unless that compromise or settlement (1) does not entail any admission on the part of HA that it violated any law or infringed the rights of any Person, (2) has no effect on any other claim that may be brought against HA, (3) provides as the claimant's sole relief monetary damages that are paid in full by Contractor, and (4) requires that the claimant release HA from all liability in respect of the Claim.

Default and Remedies

14. Additional Defaults

(a) Default includes, in addition to those stated elsewhere in this contract:

(i) a competent authority, such as a government official or a Certified Public Accountant, determines that Contractor's management of, or any accounting for, its funding, as relates to this contract, is improper, inadequate, or illegal; and

(ii) a court having jurisdiction enters a decree or order adjudging Contractor bankrupt or insolvent, or approving as properly filed Contractor's petition seeking reorganization, readjustment, arrangement, composition, or similar relief for Contractor under federal bankruptcy laws, or any other similar applicable law.

(b) HA may waive any default. HA's waiver as to a particular default does not constitute a waiver of any other default, whether of the same or different type, and whether preceding or succeeding the waived default. HA's waiver of a default is not effective unless written and signed by HA's Executive Director.

15. Remedies

(a) HA may elect to pursue any one or more of the following remedies, in any combination or sequence, for any default not waived by HA:

(i) any action as HA deems necessary, including the temporary withholding or reduction of payment;

(ii) suspend program operation;

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- (iii) require Contractor to cure such default to HA's satisfaction; and
- (iv) terminate this contract.

(b) HA's selected remedy does not prohibit HA from pursuing any other remedy and does not constitute a waiver by HA of any other right or remedy.

Hiring

16. Youth and Resident Contact

(a) Contractor represents that it has appropriate hiring policies and screening procedures for employees who will be working with youths and public housing residents.

(b) Contractor shall permit HA to review Contractor's hiring policies and screening procedures for employees who will be working with youths and public housing residents.

(c) HA may terminate this agreement if (i) Contractor's performance includes working with youths and public housing residents; (ii) HA determines that Contractor's hiring policy is not appropriate; and (iii) Contractor fails to promptly modify its hiring policy.

17. Hiring Indemnity

Contractor shall indemnify HA for any failure of Contractor's hiring policies and screening procedures

Conflicts of Interest

18. Family Conflicts

(a) Contractor represents that it has disclosed to HA any immediate family member (parent, parent-in-law, spouse, child, brother, sister, brother-in law, sister-in-law, or stepparent) of any of its employees, agents, or subcontractors, who is employed by HA.

Miscellaneous

19. Communications

(a) Both parties agree to write all notices, including demands, requests, instructions, approvals, proposals, and claims.

(b) HA will deliver all notices to Contractor by delivering them to Contractor's registered business address; sending them via email or other electronic transmission to Contractor's contact electronic address or by mailing them in sealed, postage-paid envelopes, addressed to Contractor's registered mailing address.

(c) Contractor may specify a different address for notices by delivering an address change notice to HA.

(d) Contractor will deliver all notices to HA by delivering them to Contracting Officer at HA's main office; sending them via email or other electronic transmission to josephd@manchesterha.org and to the Contracting Officer's email address or by mailing them in sealed, postage-paid envelopes, addressed to Contracting Officer at HA's main office.

(e) HA may specify a different address for notices by delivering an address change notice to Contractor.

20. Licenses

Contractor and all subcontractors shall hold, at all times, all licenses required by the State of Connecticut and the Town of Manchester, if any.

21. Sales Tax

HA shall provide Contractor the necessary tax-exempt information when required.

22. Entire Agreement

(a) This contract constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this contract. All prior and contemporaneous negotiations and agreements between the parties on matters contain in this contract are expressly merged into and superseded by this contract. The provisions of this contract may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings.

(b) In entering into this contract, neither party has relied upon any statement, representation, or agreement of the other party, except for those expressly contained in this contract.

23. Choice of Law

(a) The laws of the State of Connecticut, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to the contract, including its validity, interpretation, construction, performance, and enforcement.

24. Forum & Venue

(a) Any party bringing a legal action or proceeding against any other party arising out of or relating to this contract may bring the legal action or proceeding in the United States District Court for the District of Connecticut or in any court of the State of Connecticut sitting in Middletown.

(b) Each party waives, to the fullest extent permitted by law:

(i) any objection which it may now or later have to the laying of venue of any legal action or proceeding arising out of or relating to this contract brought in the United States District Court for the District of Connecticut or in any court of the State of Connecticut sitting in Middletown; and

(ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

(c) For the purposes of all legal actions and proceedings arising out of or relating to this contract, each party to this contract submits to the nonexclusive jurisdiction of any court of:

(i) the United States District Court for the District of Connecticut and its appellate courts; and

(ii) the State of Connecticut sitting in Middletown and its appellate courts.

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25. MHA Policies - Fraud, Ethics and Conflicts of Interest

The MHA Fraud Policy and the MHA Ethics and Conflicts of Interest Policy are hereby incorporated into this Contract. Contractor shall comply with their provisions as applicable. Copies of the policies are available upon request.

Assignment.

This Contract may not be assigned without the express written consent of the Authority. The granting of consent to any assignment is in the Authority's sole and absolute discretion.