



## **REQUEST FOR PROPOSALS SECURITY GUARD SERVICES**



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

## Request for Proposals SECURITY GUARD SERVICES

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**MANCHESTER HOUSING AUTHORITY  
REQUEST FOR PROPOSALS (RFP)  
SECURITY GUARD SERVICES**

The Manchester Housing Authority (MHA), Owner and Managing Agent for its affiliate properties, is requesting proposals from qualified firms to provide Security Guard Services for its Westhill Gardens Congregate Facility. The scope of work will include, but not be limited to, providing unarmed, uniform security guard officers who will safeguard the property and residents at the Westhill Gardens Congregate Facility. The term of this contract will be for three years, with the option of renewing it for two additional one-year terms, at the sole discretion of the MHA, and based on funding availability.

Proposals will be available beginning **Monday, July 1, 2025 after 10:00 AM**. Companies requesting the proposal can e-mail their request to Joseph D'Ascoli: [josephd@cmanchesterha.org](mailto:josephd@cmanchesterha.org) or Stephen Itsou: [stepheni@cmanchesterha.org](mailto:stepheni@cmanchesterha.org). There is no charge for the RFP. Please include the company name, address, telephone number, and contact person in the request. All proposals will be sent electronically and first class mail and responses will be submitted electronically.

Proposals will be received either by First Class Mail or Dropped off to the Administrative Building until **Friday, August 1, 2025 by 2:00 PM**. Vendors should state on the envelope the Security Guard Services Proposal.

The contract will be awarded to the most advantageous proposal from a responsive and responsible firm who meets the minimum criteria requirements and whose proposal is determined to be the most advantageous to the Cambridge Housing Authority, taking into consideration the firm's experience, staff capacity, references as well as price.

MHA will have (60) days from receiving proposals to award the contract which will be upon approval of the Manchester Housing Authority's Board of Commissioners.

EVENT	DATE
RFP available for distribution	July 1, 2025
Deadline for receipt of written questions	July 9, 2025 @ 2:00PM
Response to written questions	July 18, 2025
Proposal Due Date	August 1, 2025 @ 2:00PM
Estimated Contract Award Date	September 17, 2025
Contract Start Date	January 1, 2026

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## A. BACKGROUND

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The Manchester Housing Authority (MHA) is seeking competitive proposals from qualified and experienced firms to provide Security Guard Services for its State Funded Westhill Gardens Congregate Facility.

Westhill Gardens Congregate Housing is a state funded community living facility for frail elders 62+ that features 24 hours 7 days per week on-site attendants, a daily hot meal at noon, laundry facilities, and social activities

Residents have a private apartment with a kitchen and bath and share common areas for dining and socializing.

Currently, the Congregate Facility has 37 apartments. MHA is an independent agency governed by a five-member Board of Commissioners with five members appointed by the Town of Manchester.

The Manchester Housing Authority has elected to use the Request for Proposal process for the purpose of evaluating the firm's qualifications and determining the most advantageous firm that demonstrates qualification, ability and other factors to perform the services outlined in the Scope of Work.

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## B. SCOPE OF WORK

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Responsibilities include but not limited to: circulation throughout the building/property, enforcing property rules/policies and investigating unauthorized persons or any unusual activity. Firm and guards must be licensed to do business in Connecticut.

The selected Proposer will be responsible for providing unarmed, uniform security Officers for MHA at the Congregate Facility. The objective of these services will be to guard the property, residents, visitors and associates who enter the Authority property. The Proposer shall impress upon its personnel that their primary duty and responsibility is to guard the Authority residents as well as property in and around the Authority's property.

The selected Proposer must have the ability to provide additional required personnel hours on a 24-hour turn-around basis. Currently, the site manager is available during the day shift.

<b>Hours of Service.</b>	Monday – Friday	4:00 PM – 12:00 AM (8 Hours)
		12:00 AM – 8:00 AM (8 Hours)
	Saturday – Sunday	8:00 AM – 4:00 PM (8 Hours)
		4:00 PM – 12:00 AM (8 Hours)
		12:00 AM – 8:00 AM (8 Hours)

**Non-Compliance with Work Hour Requirements.** If the awarded firm fails to have a Security Officer on duty at the Authority's specified work facility at the scheduled time for three or more occurrences during a 6-month period, the Authority may, at its discretion, cancel the Contract due to non-performance. If a

Security Officer is unable to report to duty as scheduled, the Proposer shall immediately provide a replacement to begin at the designated scheduled time

**Personal Replacement.** The Authority shall have the final approval as to which the Security Officer may be assigned to Authority facilities. The Authority reserves the right to request to remove and replace any Security Officer or staff who, in the Authority's sole discretion, does not meet the Authority's professionalism requirements, is not in compliance with the requirements of this Solicitation, and/or appears incapable of performing assigned duties. Any Security Officer that the Authority requests to be removed shall be replaced within 48 hours during the term of the Contract. Security Officers reporting to work under the influence of alcohol or any illegal substance or out of uniform will not be allowed to stay on duty. No smoking is allowed in any building. Smoking is allowed in designated smoking areas only. The awarded Firm will be responsible for the immediate replacement of the Officer and shall staff the post until the next scheduled Officer arrives for duty.

## **1. PROPOSER/COMPANY RESPONSIBILITIES**

- A) All uniforms necessary to satisfactorily perform Security service in accordance to this Solicitation shall be provided by the Proposer.
- B) The Proposer shall provide appropriately equipped and trained personnel, with background inspections completed according to the Authority's specified eligibility criteria.
- C) Must have sufficient security personnel to meet Authority's needs during scheduled hours.
- D) Provide the Authority's designated representative with the names of all Security personnel performing under the Contract and submit updated information as changes occur in a timely manner.
- E) Ensure that security Officers are on time, properly attired and conduct themselves in a professional manner during their scheduled shift at the Authority's facilities.
- F) All Security Officers assigned to Authority facilities shall wear a distinctive uniform that is professional and clearly creates the appearance that the individual's function is security.
- G) The awarded Firm must immediately contact the appropriate Authority staff if there is a problem meeting the Security coverage.

## **2. SECURITY OFFICER REQUIREMENTS**

- A) Security Officer must be at least eighteen (18) years of age.
- B) Must be able to safely perform the duties assigned without posing a direct threat to the health and safety of others.
- C) Must behave in a professional and respectful manner at all times

**3. SECURITY OFFICER'S RESPONSIBILITIES**

- A) Greet visitors with dignity and respect.
- B) Do not get confrontational or put your hands on anyone. If a person enters the building and is confrontational with you, call the Manchester Police immediately by dialing 911 and ask for assistance. Should the intruder enter the elevator, take note of which floor they get off on and give that information to the police when they arrive.
- C) Do not get involved in disputes nor take sides in other resident's personal issues or arguments. If necessary, complete an Incident Report and report the incident to Management.
- D) Do not give any personal information about any resident of the building to any guest, including apartment numbers. The only exception to this rule is Emergency Personnel (ie. Police, Fire, and Ambulatory services).
- E) Circulate throughout the building and property to maintain an orderly atmosphere and perform related duties as required including protecting materials, equipment, residents, the public, and premises.
- F) Politely remind residents not to open the door for strangers and outsiders trying to enter the building
- G) Maintain records of security matters, key logs, staffing schedules, and security checklists.
- H) Company will be required to provide regular (daily) security reports to Management for incidents that occur on shift
- I) Be neatly groomed in an approved uniform and properly equipped at all times.
- J) Report to the designated location on time and remain on duty until the end of the shift or until properly relieved.
- K) All Security Officers assigned to work under this Contract must be accessible by Authority staff via MHA provided mobile phones at all times during their work shifts. Moreover, the Security must be able to report all emergencies to the Authority and/or Town of Manchester Police and Fire Departments immediately upon their occurrence.

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**C. TERMS AND CONDITIONS**

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1. **Proposal submission documents may be obtained** at the MHA's Administrative Office which is located at 24 Bluefield Drive, Manchester, CT. 06040 or by visiting the website at [www.manchesterha.org](http://www.manchesterha.org) or by calling 860-643-2163, **beginning Monday July 1, 2025**. Office hours are from 8:00 a.m. to 4:00 p.m. Monday through Friday.

**Proposals will be accepted until 2:00 p.m. Friday, August 1, 2025**, at 24 Bluefield Drive, Manchester, CT. 06040. Any proposals received after 2:00 p.m. on **Friday, August 1, 2025**, will be rejected. All proposals received will become the property of the Manchester Housing Authority and will not be returned to the proposer. Any modification or withdrawal of proposals shall be made in writing and received by the MHA prior to the time and date that the proposal is due. At that time all RFP'S will be recorded and taken under advisement. All proposals should be clearly labeled with "SECURITY GUARD SERVICES" when e-mailed to avoid any confusion about recording arrival dates and times. The timestamp in the e-mail must be prior to the established deadline. The Non-Collusive Affidavit is a **mandatory** requirement and **MUST** be included with the Qualification Proposal in order for consideration of this project.

MHA RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS OR TO WAIVE ANY INFORMALITY IN THE BIDDING. THE HOUSING AUTHORITY OF THE TOWN OF MANCHESTER, CT. WILL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, DISABILITY, FAMILIAL STATUS, OR AGE. EQUAL HOUSING OPPORTUNITY

2. **Clarifications.** In the event there are changes or clarifications to this RFP, MHA will issue an addendum. It is the responsibility of the Respondent to contact the MHA representative named in this RFP prior to the proposal deadline to ensure that all addenda issued by MHA have been received. Oral instructions or information concerning the specifications of the project given out by MHA managers, employees, or agents to prospective Respondents shall not bind MHA. A prospective Respondent may request clarification to this RFP only by submitting a written request to: [josephd@manchesterha.org](mailto:josephd@manchesterha.org). All questions must be received in writing no later than **Wednesday, July 9, 2025, by 3:00PM**. Answers, to the extent they are given, will be provided in the form of a written addendum issued to all parties listed on MHA's plan holders list no later than **Friday, July 18, 2025**.
3. **Addendum.** In the event there are any changes or clarifications to this RFP, MHA will issue an addendum no less than 48 hours before proposals are due. Addenda will be e-mailed to everyone on record as having received the RFP. The addenda shall be deemed as part of the RFP. It is the responsibility of proposers to confirm if there were any addenda issued prior to submission of their proposal.
4. **Proposal Acceptance Period.** The Manchester Housing Authority shall have a period of 60 calendar days following the proposal deadline date to make the award. No proposals may be withdrawn during this acceptance period, without the permission of the Manchester Housing Authority.
5. **Attendance at Proposal Opening** The proposal opening is not a public opening and the submitted proposals will not be made public documents until all proposals have been evaluated or when the proposal acceptance period stated above has elapsed (whichever occurs first).

6. **Rights Reserved by MHA.** The Manchester Housing Authority reserves the right to reject any and all proposals and to waive any informalities if it is in the public interest to do so. The Manchester Housing Authority also reserves the right to reject proposals if less than three proposals are received.
7. **No Warranty.** The bidder is required to examine the Request for Proposal, instructions and risks to be covered. Failure to do so will be at the Bidder's own risk. It is assumed that the Bidder has made such investigations as to be fully informed as to the extent and character of the hazards of the requirements of the RFP. No warranty is made or implied as to the information contained herein.
8. **Debarred, Suspended and Ineligible Firms.** The Bidder certifies by submission of a proposal that it is not a debarred, suspended or ineligible Bidder by any agency of the federal or state government. No proposal received from a debarred, suspended or ineligible Firm will qualify for award.
9. **Non-Collusive Affidavit, Tax Compliance Certificate and Insurance Binder.** The attached Non-Collusive Affidavit **must** be executed and submitted with the Qualification proposal. A certificate of Tax Compliance will be required before the execution of the contract. An insurance binder in the amount described in the RFP will be required of the awarded firm
10. **Method of Award.** The contract will be awarded to the most advantageous proposal from a responsive and responsible firm who meets the minimum criteria requirements and whose proposal is determined to be the most advantageous to the Manchester Housing Authority, taking into consideration the firm's experience, staff capacity, references as well as price. RFP'S will be subject to approval and award by Manchester Housing Authority Board of Commissioners.

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#### D. COMPENSATION

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Firms will propose hourly bill rates (regular and holiday) for security guard services in their price proposal submission for the initial three years of the contract. If there are any additional charges, please provide the hourly rates and details of the services. If MHA elects to extend the contract for any additional years, the hourly rates will be negotiated between the firm and MHA prior to renewal.

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#### E. TERM OF CONTRACT

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The term of this contract will be for a period of three years with the option to renew for two additional one-year terms, at the sole option of the MHA and providing adequate funding



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**F. MINIMUM CRITERIA**

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To be eligible, the Respondent must demonstrate the firm has sufficient capabilities, resources and experience to provide the services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

- Proposer has included a fully executed Non-Collusive Affidavit with their qualifications proposal.
- Company has been in business under its current name a minimum of 5 years.
- All Officers assigned to Authority facilities must have a minimum of six (6) months' experience as a Security Officer working with diverse crowds, elderly persons and children of all ages.

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**G. PROPOSAL FORMAT**

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Proposals should follow the outline presented below.

**TAB 1 ORGANIZATIONAL PLAN –**

- a. Transmittal Letter/Introduction which must, at a minimum, contain the following:
  - Identification of the offering firm(s), including name, mailing address, e-mail address and telephone number of each firm;
  - Proposed working relationship among the offering firms (e.g., prime-contractor), if applicable;
  - A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the proposal due date; and
  - Signature of a person authorized to bind the offering firm to the terms of the proposal.

**TAB 2 FIRM'S QUALIFICATIONS**

- a. Describe your company's previous experience and capability of providing the requested services.
- b. Disclose any conditions (e.g., bankruptcy, pending litigation, etc.) that may affect the proposer's ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency;
- c. Indicate the names and types of similar properties that your company currently services and in what locations.
- d. Provide the number of full-time and part-time employees currently employed with your company.
- e. What type of training do each of your Security Officers need to complete in order to work for your company?
- f. Is your firm a MBE or WBE?
- g. Does your firm have a website which allows MHA to access Security Officers whereabouts in real time? If so, please describe.

**TAB 3. STAFF QUALIFICATIONS**

- a. Describe the specific training each staff person has and any additional certifications they may have received.
- b. Personnel Selection Process - What are your requirements for hiring employees? Provide detailed information about the training staff need to complete in order to qualify for employment with your firm.
- c. Training and Development of Staff - Explain how your organization ensures that personnel performing the Services are qualified and proficient. Are staff trained in customer service relations and problem-solving techniques?
- d. List any work rules which may have an effect on your rate of staffing. (i.e. hourly premiums, hourly reporting minimums, break schedules, etc.)

**TAB 4. WORK PLAN/TECHNICAL APPROACH**

- a. Describe your firm's understanding of MHA's objectives and requirements in providing the Scope of Work, demonstrate the proposer's ability to meet those requirements, and outline clearly and concisely the plan for accomplishing the specified work; and
- b. State any exceptions to or deviations from the requirements of this RFP.

**TAB 5. COST PROPOSAL**

- a. Firm should submit hourly rates for regular work hours and an hourly rate for Emergency/Holiday.
- b. If there are any additional costs, please provide the rates and a description of services.
- c. Invoices will be paid within 30 days of receipt and must contain the following information: Name of the officers; locations worked; dates worked, and hours worked.

**TAB 6. REFERENCES**

The Respondent must submit a minimum of at least five (5) references for clients which the Respondent has provided services similar to those requested by this Solicitation. If available, the Respondent should include references for similar services provided to public agencies. References can only be listed for work performed within the last five (5) years. References should include the following information:

1. Name of Agency;
2. Contact person name, title, and telephone number (email optional);
3. Beginning/ending dates of contracts;
4. Brief description of services provided

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**H. SELECTION PROCESS**

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The Selection Committee consisting of MHA staff, will review, analyze and evaluate the proposals received using the comparative criteria to identify the highest ranked proposals. Proposals will be evaluated and rated as "Highly Advantageous" (HA), "Advantageous" (A) or "Not Advantageous" (NA) for each criterion indicated in the table below. At that point, the Panel may conduct interviews and/or conduct contract negotiations with the highest rated proposer(s). The proposal that best serves the interests of the MHA, with price and all evaluation factors considered, including proposed revisions, shall be recommended to the Board of Commissioners for contract award. The MHA expressly acknowledges that the contract may be awarded to the Proposer who does not submit the lowest Fee Proposal.

The selected firm must have the expertise to carry out such work, and have experience working on similar projects. MHA requires that the successful bidder demonstrate that it has the requisite skills to complete this endeavor.

## I. COMPARATIVE CRITERIA

The following are the criteria that will be used in evaluating the submitted proposals.

Criteria	Rating
<b>Firm's Experience</b>  HA: The proposal demonstrated significant experience with providing similar services for 5 or more years  A: The proposal demonstrated some experience with providing similar services for 3-4 years.  NA: The proposal demonstrated experience with providing similar services for less than 3 years	Highly Advantageous _____  Advantageous: _____  Not Advantageous: _____
<b>MBE/WBE</b>  The respondent is a certified MBE or WBE  The respondent is not a certified MBE or WBE	Highly Advantageous _____  Non-Advantageous _____
<b>STAFF EXPERIENCE/QUALIFICATIONS</b>  HA: The respondent's staff are all licensed as security guards in MA; have participated in substantial training programs; and firm has sufficient staff.  A: Some respondent's staff are licensed as security guards in CT; have participated in some training programs; and firm has sufficient staff.  NA: The respondent's staff are licensed as security guards in CT; have participated in some training programs; and some concern whether firm has sufficient staff.	Highly Advantageous _____  Advantageous: _____  Not Advantageous: _____
<b>WORK PLAN/APPROACH</b>  HA: The respondent's proposal very clearly demonstrated the firm's ability to meet the goals and objectives identified in the RFP.  A: The respondent's proposal demonstrated some ability to meet the goals and objectives identified in the RFP, but proposal lacked sufficient details.  NA: The respondent's proposal lacked details and wasn't very clear about meeting the goals and objectives identified in the RFP.	Highly Advantageous _____  Advantageous: _____  Not Advantageous: _____

<b>REFERENCES</b>  HA: The respondent is able to provide (5) or more references.  A: The respondent is able to provide (2) to (4) references  NA: The respondent is able to provide (0) to (1) references.	Highly Advantageous _____  Advantageous: _____  Not Advantageous: _____
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<b>PRICE PROPOSAL</b>  HA: The respondent fee proposal is less than the established CHA internal budget.  A: The respondent fee proposal is equal to, or no greater than 120% of the established CHA internal budget.  NA: The respondent fee proposal is greater than 120% of the established CHA internal budget.	Highly Advantageous _____  Advantageous: _____  Not Advantageous: _____
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**J. ADMINISTRATIVE INFORMATION**

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**A. Minority-owned and Women-owned Business Enterprises**

MHA strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small business to respond to this RFP, to participate as partners, or to participate in other business activities in response to this RFP.

**B. Payment Requirements**

Proposers should be aware MHA will only make payments on the contract issued under this RFP after the work being billed has been completed, and within 30 calendar days of receipt of a properly prepared and MHA approved invoice from the vendor. Compensation to the selected vendor will be on a per hour basis as identified in the Price Proposal. Supporting documentation is required for payment of reimbursable expenses. No advance payments will be made to the vendor, who must have the capacity to meet all project expenses in advance of payments by MHA.

**C. Acceptance of RFP and Contract Terms**

Respondent's submission of a proposal in response to the RFP shall constitute acceptance by the respondent of the terms and conditions of this RFP. In the event that a proposal is accepted for Contract award, the respondent agrees to enter into a contract with the MHA.

A proposal may be corrected, modified, or withdrawn, provided that the correction, modification, or request for withdrawal is made by the respondent in writing and is received at the place and prior to the date and time designated in the RFP for receipt of proposals. After such date and time the respondent may not change the fee proposal or any other provision of its proposal in a manner prejudicial to the interests of the MHA and/or fair competition.

The MHA shall waive minor informalities or allow the respondent to correct them. If a mistake and the intended fee proposal is clearly evident on the face of the proposal, the MHA shall correct the mistake to reflect the intended correct fee proposal and shall so notify the respondent in writing and the respondent may not withdraw its proposal. A respondent may withdraw its proposal if a mistake is clearly evident on the face of the proposal, but the intended fee proposal is not similarly evident.

**D. Term of Contract**

The term of this contract will be for a period of three (3) years, with the option to renew for two (2) additional one-year terms, not to exceed five years, at the sole discretion of the Manchester Housing Authority.

**E. No Warranty**

Respondents shall examine the RFP, specifications, and instructions pertaining to the services. Failure to do so shall be at the respondents own risk. It is assumed that the respondent has made full investigation as to be fully informed as to the extent and character of the services and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, and/or instructions.

**F. Expense of RFP Submission**

All expenses incurred in the preparation and submission to the CHA of proposals in response to this RFP shall be borne by the Respondent.

**G. MHA Reservation of Rights**

The MHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interests of the MHA. The MHA reserves the right to waive any minor informalities in any proposals received, if it be in the public interest to do so. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of the MHA. MHA will not disclose the status of negotiations until MHA's Board has approved the award of a contract for service.

**H. Insurance Requirements**

The Proposer agrees to indemnify and hold harmless MHA against all losses and liabilities arising out of or resulting from all injuries or death or damage to property, including theft, on account of performance of work or services by the proposer or proposer's employees or subcontractors pursuant to this Agreement. Proposers shall maintain liability insurance sufficient to fulfil their obligations under this paragraph, in amounts acceptable to the MHA and shall provide proof of such insurance to CHA upon request. The proposer may not change such insurance during the term of this agreement without providing written notice to the MHA.

The Respondent must be willing and able to carry and maintain the required insurance as set forth in the Professional/Technical Services Contract, and to name the following: **“Manchester Housing Authority, its affiliated entities and the entities which own, manage, and/or develop the properties managed by Manchester Housing Authority or its affiliates**

# EXHIBITS



**APPENDIX A – ATTACHMENT 1:  
BUSINESS 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).

**APPENDIX A – ATTACHMENT 2:  
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: \_\_\_\_\_

**APPENDIX A – ATTACHMENT 3:  
FORM OF TAX COMPLIANCE CERTIFICATE**

STATE OF CONNECTICUT

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
being first sworn, disposes and says:

That he/she is \_\_\_\_\_  
(A Partner or Officer of the firm of, etc.)

I certify under penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the relating to taxes.

Signature of:

\_\_\_\_\_  
Bidder, if bidder is an individual

\_\_\_\_\_  
Partner, if the bidder is a partnership

\_\_\_\_\_  
Officer, if the bidder is a corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Notary Public* \_\_\_\_\_ *SEAL*

My commission expires \_\_\_\_\_

**APPENDIX A – ATTACHMENT 1:  
PRICING****SECURITY GUARD PRICING**

<b>Description</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>3<sup>rd</sup> Year</b>
UNARMED OFFICERS	\$_____ per hr.	\$_____ per hr.	\$_____ per hr.

**SECURITY GUARD PRICING**

<b>Description</b>	<b>4<sup>th</sup> Year</b>	<b>5<sup>th</sup> Year</b>
UNARMED OFFICERS	\$_____ per hr.	\$_____ per hr.

# EXHIBIT B

**SAMPLE CONTRACT  
MHA CONTRACT FOR SERVICES**

In consideration of the mutual promises and covenants herein contained, \_\_\_\_\_

\_\_\_\_\_, (hereinafter referred to the "Contractor") and the Housing Authority of the Town of Manchester, Connecticut, 24 Bluefield Drive, Manchester, CT. 06040 (hereinafter referred as to the "MHA") agree as follows:

**1. SERVICES**

Contractor shall furnish to MHA the services attached hereto as Exhibit B and made a part hereof for all purposes (hereinafter referred to collectively as the "Services"). Additional services and/or service adjustments may be added or deleted during the life of this Contract as mutually agreed upon in writing between the MHA and Contractor. If it becomes necessary to revise the specifications after the Contract is executed, a written "Change Order" or a "Modification to the Contract" shall be executed by the parties and become part of this Contract. The Contractor shall perform the Services as expeditiously as is consistent with the requirements of MHA; it is understood that the time is of the essence for performance of this Services.

**2. CHARGES**

In consideration for the Services provided pursuant to this Contract, MHA agrees to pay Contractor an amount not to exceed \$ \_\_\_\_\_ per year, in accordance with the Proposal attached hereto as Exhibit B and made a part hereof all purposes. In no event shall MHA pay for goods or services not actually delivered.

MHA shall pay the approved amounts of Contractors invoices within thirty (30) days after receipt of Invoice in proper form Payment will be contingent upon MHA's review of the invoice and determination that the Services described in the invoice are within the description of the Services under the Contract. If MHA, in good faith, disputes and does not approve an item billed, MHA will notify the Contractor of the item or portion of an item disputed and will withhold payment thereof until settlement of the dispute. The right of MHA to withhold such payments will be in addition to, and not in any way in lieu of, any other right of MHA hereunder, including the right to raise disputes for the first time after audit. All payments shall be on account only and are subject to adjustment after audit.

**3. TERM**

Services provided by Contractor hereunder shall commence on \_\_\_\_\_ 20\_\_ and shall end on \_\_\_\_\_ 20\_\_, unless terminated earlier as set forth herein. MHA MAY EXERCISE ITS SOLE OPTION TO EXTEND THIS CONTRACT FOR UP TO TWO ADDITIONAL ONE-YEARTERMS. Contractor acknowledges that the MHA is a recipient of State Funds and that payments made under this Contract will be made with State appropriations. Accordingly, if MHA does not receive its full appropriation, it may terminate this Contract under Section 4 below.

**4. TERMINATION**

MHA shall have the right to terminate this Contract, with or without cause, by giving written notice by certified mail to the party at least THIRTY (30) days prior to the date the contract is to be terminated.

**5. NO DUTY EXCEPT AS EXPRESSLY STATED**

The Contractor shall perform all Services in a careful and workmanlike manner and in accordance with the highest nationally accepted standards of care, skill and diligence applicable to the Services. Otherwise, there shall be no duty owed by either party to this Contract except those that are expressly stated herein.

**6. COMPLIANCE WITH THE LAW**

The Contractor shall give all notices and comply with federal, state, and local laws, ordinances, rules and regulations and the lawful orders of any public authority bearing on the performance of the Services. If the Contractor observes that any provision of the Contract is at variance with any applicable law, statute, building code or regulation, the Contractor shall notify the MHA in writing promptly, and the necessary changes shall be accomplished by appropriate written modification of the Contract. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations, the Contractor shall assume full responsibility and shall bear all cost and liability attributable thereto.

This contract and the rights and obligations of the parties thereto shall be interpreted, construed and enforced in accordance with the laws of the State of Connecticut.

By execution of this Contract, the Contractor warrants and covenants to MHA that all Services will be performed in accordance with all applicable federal, state, local codes.

Furthermore, the Contractor shall obtain and maintain in full force and effect during the term of this Contract, such licensing and/or permits as may be required by federal, state and local authorities.

## 7. **INSURANCE**

The following shall apply as indicated:

- (a) Contractor shall procure and maintain at its sole cost and expense for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, volunteers, employees or subcontractors. Contractor acknowledges that it has familiarized itself with the extent and scope of work to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found therein.
  - i. Contractor's insurance coverage shall be primary and noncontributory with respect to MHA, its commissioners, officers, directors, employees and volunteers.
  - ii. To the extent that subcontractors may be used, Contractor shall include all subcontractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all requirements stated herein.
  - iii. Certificates of Insurance and endorsements shall be furnished to MHA and approved by MHA before services are furnished.
  - iv. The following standard insurance policies shall be required:
    - (a) Commercial General Liability Policy
    - (b) Workers' Compensation Policy and Employers Liability Policy
    - (c) Professional Liability Policy (applies to architects, engineers, brokers, lawyers, doctors, and other professional services)
  - v. Approval, disapproval or failure to act by MHA regarding any insurance supplied by Contractor shall not relieve Contractor of full responsibility or liability for damages and accident as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Contractor from liability.
- (b) The following requirements are applicable to all policies:
  - i. Commercial General Liability and Workers Compensation insurance
  - ii. Only insurance carriers licensed or duly authorized to do business in the State of CT.
  - iii. Only deductible applicable to property damage are acceptable; if applicable they must be shown on the certificate of insurance and approved by MHA.
  - iv. Except for Professional Liability insurance "Claims made" policies will not be accepted.



## **Security Guard Services**

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- v. MHA, its commissioners, officers, directors, employees, and volunteers, are to be added as “Additional Insured” to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to MHA, its commissioners, officers, directors, employees, and volunteers.
- vi. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, nonrenewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been requested has been given to MHA.
- vii. Upon request, certified copies of all insurance policies shall be furnished to MHA.

### **(c) COMMERCIAL GENERAL LIABILITY INSURANCE**

The following Commercial General Liability Insurance is required:

- i. Minimum Limits of \$1,000,000 per occurrence with an annual Aggregate of \$1,000,000 for Bodily Injury, Personal Injury and Property Damage.
- ii. Coverage shall be provided for premises/operations and product/completed operations hazards.
- iii. A Waiver of Subrogation in favor of MHA must be endorsed to the policy.

### **(d) COMPENSATION INSURANCE**

The following Workers’ Compensation is required:

- i. Workers’ Compensation to Statutory limits.
- ii. Minimum Employer’s’ Liability limits of:
  - a) By Accident -- \$500,000 each accident.
  - b) By Disease -- \$500,000 Policy limit; and
  - c) By Disease -- \$500,000 each Employee

**(e) PROFESSIONAL LIABILITY**

The following Professional Liability insurance will be required:

- i. Minimum limits of liability of \$1,000,000 each claim, \$1,000,000 Aggregate.
- ii. The services, which are to be rendered to the MHA, must be specifically defined in the policy as an insured service.
- iii. If the Professional Liability policy is written on a "Claims made" form the following additional requirements apply:
  - (a) A retroactive date must be on or before the execution date of the Contract and the policy must provide an extended reporting period of not less than five (5) years following the completion date of the Contract; or
  - (b) The Contractor agrees to keep valid and collectible Professional Liability Insurance in full force and effect for a minimum of five (5) years after completion of this Contract.

**(f) CERTIFICATES OF INSURANCE**

All Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:

- i. The company is authorized to do business in the State of CT.
- ii. The insurance set forth by the insurance is written on forms approved by the Connecticut State Board of Insurance.
- iii. Sets forth all endorsement and insurance coverage according to requirements and instructions contain herein.
- iv. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to MHA.
- v. Original endorsement affecting coverage required by this section shall be furnished with certificates of insurance.

**(g) VERIFICATION OF COVERAGE**

The following requirement pertains to all Certificate of insurance.

Contractor shall furnish MHA with certificates of insurance and with original endorsements effecting coverage by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage. And approved by MHA before work commences. MHA reserves the right to require complete, certified copies of all required insurance policies at any time.

**(h) NOTICES**

All notices pertaining to insurance shall be given to MHA at the following address:

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

**8. INDEMNIFICATION**

To the extent permitted by law, contractor agrees to defend, indemnify and hold MHA, its commissioners, officers, directors, employees, agents, attorneys, consultants, and volunteers harmless against any and all claims, lawsuits, judgements, fines, penalties, costs, losses and expenses, including but not limited to attorney's fees, "Damages" for personal injury (including death), property damage, injury to or destruction of tangible property, failure to comply with governmental laws or regulations, or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by contractors breach of any of the terms or provisions of this contract, or by any act or omission of contractor, its officers, agents, employees or subcontractors, in the performance of this contract regardless of whether or not it is caused in part by the negligence or conduct of MHA or other party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

**9. LIMITATION OF AGREEMENT**

Contractor and MHA agree and acknowledge that this contract is entered into by and between Contractor and MHA only and is not intended to inure to the benefit of any other party. No party other than Contractor and MHA may claim a benefit pursuant to this contract, and in the event that any third party asserts a claim against MHA as a result of this contract, Contractor agrees to defend, indemnify and hold harmless MHA, its commissioners, officers, directors, employees, agents, attorneys, consultants, and volunteers against any and all liabilities, demands, claims, suits, judgments, or other costs or expenses incident to any and all such claims.

**10. ACCESS TO RECORDS**

Contractor acknowledges that MHA is a grantee of federal funds and therefore Contractor agrees to provide access by MHA, the United States of Housing and Urban Development, the Comptroller General or the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purposes of making audit, examinations, excerpts, and transcriptions.

**11. RETENTION OF RECORDS**

Contractor agrees to retention of all records pertinent to these three (3) years after MHA makes final payment hereunder and all other pending matters are closed.

**12. EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or handicap. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or handicap. Such action shall include, but not limited to (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rate of pay or other forms of compensation, and (8) selection of training, including apprenticeship. Contractor shall include the terms and conditions of this clause in every subcontract unless exempted by the rules, regulations, or order of the Secretary of Labor issued under Executive Order as amended. Contractor agrees to indemnify, defend and save MHA harmless from all claims, investigations and suits with respect to all alleged or actual violations of state or federal labor laws resulting from any acts, or omissions of Contractor.

**13. ASSIGNMENT**

This contract is not assignable unless such assignment has been consented to be in writing.

**14. INTEGRATION AND SEVERABILITY**

This contract constitutes the entire agreement between Contractor and MHA with respect to this subject matter hereof and supersedes all prior agreements, either written or oral. This contract cannot be altered, changed or amended except by written instrument signed by both parties. Should any portion of this Contract be deemed unenforceable by a court or competent jurisdiction or by operation of law, the remaining portions hereof shall be unaffected and be interpreted as if such unenforceable portions were initially deleted.

**15. STATE LAW AND VENUE**

This Contract has been executed and delivered in the State of Connecticut and shall be construed in accordance with the laws of such State, without regard to the conflict of law provisions of the State of Connecticut or any other jurisdiction. Any action brought to enforce or interpret this Contract shall be brought in the court of appropriate jurisdiction in Hartford County, Connecticut.

**16. WAIVER**

No waiver of any term or condition of this Contract by either party shall be deemed to imply or constitute a further waiver of the same term or condition or of any other term or condition. Any such waiver must be in writing by the party granting such waiver.

**17. CONSTRUCTION**

Each party agrees that any court interpreting or considering this Contract shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who prepared it.

**18. PARAGRAPH HEADINGS**

The paragraph headings used herein are descriptive only and shall have no legal force and effect whatsoever.

**19. ADVICE OF COUNSEL**

Both parties acknowledges that this Contract is a legal document and that they have been advised and given the opportunity to seek the advice of legal counsel of their own choosing as to its contents, obligations and effect.

**20. NO AGENCY RELATIONSHIP**

Nothing contained in this Contract or in the relationship between MHA and Contractor shall be deemed to be constitute such relationship as a partnership or joint venture or constitute Contractor as an employee or a partner of MHA, or create any other relationship between MHA and Contractor, expressed or implied, it being understood and agreed that the Contractor is an independent contractor. In particular, Contractor shall be responsible for all of Contractor's employees and agents, the supervision of all persons performing services for and on behalf of Contractor and for determining the manner and time of performance of all acts to be performed by Contractor under this Contract.

**SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_**

**MANCHESTER HOUSING AUTHORITY**

By: \_\_\_\_\_  
Joseph D'Ascoli  
Executive Director

By: \_\_\_\_\_