

# MANCHESTER PUBLIC SCHOOLS OFFICE OF FINANCE AND MANAGEMENT

# **REQUEST FOR PROPOSAL FOR**

# MANCHESTER PUBLIC SCHOOLS STUDENT ACCIDENT/ATHLETIC INSURANCE

RFP #022-001

**PROPOSALS DUE:** MONDAY, AUGUST 2, 2021 2:00 P.M.

**VIRTUAL OPENING \*\*** MONDAY, AUGUST 2, 2021 2:15 P.M.

Office of Finance and Management **45 North School Street** Manchester, CT 06042 (860) 647-3445

Fax: (860) 647-8210

\*\* Please see page 3 for important information about changes to the opening process due to COVID-19.

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# \*\*\* IMPORTANT \*\*\* BID/RFP PROCESS CHANGES DUE TO COVID-19

Due to the current pandemic, Manchester Public Schools has changed the Bid/RFP opening procedures.

- 1. Bid/RFP responses must be received by the date/time indicated in the documents. Vendors have the option of mailing documents so that they are received prior to the opening date and time or vendors may contact the Office of Finance & Management to make an appointment to drop off their documents.
- 2. Bid/RFP openings will be held virtually through **Google Meet**. Instructions will be provided for access to the virtual opening prior to the start of the electronic meeting. Bidders must contact the Office of Finance & Management for login information.
- 3. The virtual opening will be held <u>15 minutes</u> after the proposals are due to give vendors time to login.
- 4. The virtual opening will be exactly the same as a regular opening a representative of the Office of Finance & Management will open the packages and read the results out loud. Results are not final until reviewed. Awardees will be notified. Tabulations will be compiled and available upon request.

In order to maintain the health and safety of our staff and interested bidders, the Bid/RFP process will continue to be revised as we learn more about COVID-19 and as we receive additional guidance.

If you have any questions, please contact the Office of Finance & Management at (860) 647-3444, (860) 647-3445 or email RFPs-Bids@mpspride.org.

Karen L. Clancy

Assistant Superintendent Finance & Management Manchester Public Schools (860) 647-3444

Proposal	Preparer's	Initials:	

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# LEGAL NOTICE REQUEST FOR PROPOSALS MANCHESTER PUBLIC SCHOOLS TOWN OF MANCHESTER, CONNECTICUT

# MANCHESTER PUBLIC SCHOOLS STUDENT ACCIDENT/ATHLETIC INSURANCE RFP #022-001

Manchester Public Schools (MPS) is requesting proposals for **Student Accident/Athletic Insurance.** Specifications and forms are available on the MPS website using the following link: https://www.mpspride.org/Page/311. Sealed proposals are to be submitted to the Assistant Superintendent, Finance and Management, 45 North School Street, Manchester, CT 06042, by the date and time listed below:

Proposals will be accepted until Monday, August 2, 2021, at 2:00 p.m.

Please direct any questions about the RFP to the Office of Finance and Management, 45 North School Street, Manchester, CT 06042. MPS reserves the right to reject any and all proposals. MPS is an equal opportunity employer and requires affirmative action policy for all of its contractors and vendors as a condition of doing business with the school district, as per Federal Order 11246.

Date of Notice: Monday, July 26, 2021 Karen L. Clancy Assistant Superintendent Finance and Management Manchester Public Schools

Proposal Preparer's Initials	:
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### **INTRODUCTION**

#### **District Information**

The Manchester Public Schools enrollment is approximately 6,100 students and is among the state's most diverse -- 34 percent of our students are white, 29 percent Hispanic or Latino, and 24 percent black or African-American. There are 14 sites (preschool center, seven elementary schools, two middle schools, one high school and three alternative education sites) across the district. Students are supported by over 650 certified staff members along with 700 non-certified staff. In addition, the district, through its adult education program, offers a variety of ways for adult learners to achieve educational, professional, and personal goals.

### **Background for Proposal**

Manchester Public Schools has a robust athletic program at the high school level for which athletic insurance is necessary. The school system also makes available to option for families to access accident insurance for their children.

## SPECIFICATIONS FOR STUDENT ACCIDENT/ATHLETIC INSURANCE

#### **Scope of Services**

Manchester Public Schools (MPS) is seeking to engage a contractor(s) to provide accident/athletic insurance services as outlined below based on the following student demographics.

High School Athletic Program: 800 athletes, 300 athletes participate in more than 1 sport

Projected District Enrollment:

PreK/Head Start (3 locations): 199

Kindergarten – Grade 4 (7 locations): 2,276

Grades 5 - 8 (3 locations): 1,795 Grades 9 - 12 (3 locations): 1,798

#### **Deliverables**

The proposal shall include rates and coverage quotations for the exposures described below. A sample policy or brochure outlining coverage, benefits, and exclusions must be included with the proposal as well as a sample enrollment form.

#### Coverages

# I. Voluntary Student Accident Coverage

<u>Plan A</u> – School Time Accident Coverage – Coverage for injury occurring while the student is covered and is:

- 1. On the school premises:
  - a. While school is in session (including recess and lunch period); or
  - b. While school is not in session, if involved in a school sponsored activity.
- 2. Away from school or home:
  - a. If involved in a school sponsored activity; and
  - b. With adult supervision provided by the school.
- 3. Traveling directly between home and school when school is in session; or
- 4. Traveling from home or school and the location of a school sponsored activity whether or not school is in session.

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Covered travel time shall be up to one hour each way when travel is by other than school bus. This includes traveling to or from the student's home, school, or a school sponsored activity. The covered travel time includes the period before the student's required attendance time and the period after the student's dismissal or when any extra duties are completed.

<u>Plan B</u> – 24-Hour Coverage – Coverage for injury occurring at any time or place while the student is covered.

Blanket Accident Medical Expense Benefit

Maximum Medical Benefit (per student/per accident) \$250	0,000 Minimum
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Deductible Amount \$ 0.00 Benefit Period 1 year

Accidental Death and Dismemberment Benefit

Loss of Life	\$2,500
Double Dismemberment of Loss of Sight of Both Eyes	\$10,000
Single Dismemberment of Loss of Sight or One Eye	\$2,000
Benefit Period	1 year

**II. Optional Extended Dental Benefit** – Coverage increases dental benefit under both plans. Coverage is effective 24 hours a day even when purchased with school time plan.

Dental Benefit \$25,000 Minimum

Benefit Period 2 years

- **III. Interscholastic Sports Coverage** Coverage for injury of any student occurring while the student is covered participating in games and practice sessions of:
  - 1. High School sports including football
  - 2. Band members and color guards
  - 3. Cheerleaders
  - 4. Student trainers, student coaches, student managers
  - 5. Gym Classes
  - 6. Non-Sport Extra-curricular activities
  - 7. One-day field trips up to \$5,000 per person
- **IV.** Catastrophic Accident Insurance Coverage for medical expense from an injury while participating in coverage activity listed below:
  - 1. Athletics Covers all student athletes, student managers, student trainers, student coaches and cheerleaders

Medical Benefit \$5,000,000 Minimum

Deductible (2 Year Occurrence Period) \$25,000
Benefit Period 10 Years
Accidental Death \$10,000
Cash Payment – Yearly Limit \$40,000

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V. Class/Field Trips – Coverage for medical expense from an injury while participating in a coverage activity listed below:

1. Class trips within the United States for both non-overnight activity and overnight trips

Medical Benefit (per student/per accident) \$25,000
Deductible Amount \$0.00
Benefit Period 2 Years

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# PREMIUMS AND LOSSES

The chart below presents the premiums and losses for Manchester Public Schools under the current insurance program for the last five (5) years.

School Year	Premiums Paid	Claims Paid
2015-2016	\$24,191	\$20,470.93
2016-2017	\$24,212	\$12,937.15
2017-2018	\$25,021	\$8,778.35
2018-2019	\$29,501	\$4,326.16
2019-2020	\$29,501	\$24,591.69
2020-2021 – incomplete year	\$26,167	\$3,781.28

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### **INQUIRIES**

All questions pertaining to this Request for Proposal shall be emailed to Office of Finance and Management at RFPs-Bids@mpspride.org or faxed to (860) 647-8210 no later than five (5) business days prior to the date the proposals are due. All information given by Manchester Public Schools except by written addendum shall be informal and not binding on Manchester Public Schools nor shall it furnish a basis for legal action by any proposer or prospective proposer against Manchester Public Schools.

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### **TIMEFRAME AND DIRECTIONS FOR SUBMISSION**

The contents of the proposals are outlined in the Content and Organization of Proposals sections. Proposals are to be submitted no later than 2:00 p.m. on Monday, August 2, 2021, and may be sent by mail or hand delivered to:

Manchester Public Schools Assistant Superintendent Finance and Management 45 North School Street Manchester, CT 06042

### **CONTENT AND ORGANIZATION OF PROPOSAL**

The Request for Proposals (RFP) is intended to provide interested Proposers with information concerning the conditions and requirements for submitting proposals. Proposers must examine all information and materials contained in this RFP. <u>Failure to do so will be at the Proposer's risk.</u> In response to the RFP, Proposers shall adhere to the established format. By doing so, comparable objective data will be provided for Manchester Public Schools' (MPS) review and analysis. The proposal shall contain the following sections, in the order and format described below.

## A. Submittal Cover Letter

A submittal cover letter on the company's letterhead addressed to **Karen L. Clancy, Assistant Superintendent, Finance and Management,** which includes the following:

- a statement by the Proposer accepting all terms, conditions and requirements contained in the RFP:
- a brief discussion of the Proposer's background including the number of years in business and number of years in business in Connecticut, experience and ability to perform this contract in accordance with the specifications; and,
- any other information as requested in the specifications for this RFP.

### **B.** Standard Proposer Documents

Proposers shall sign and include all documents and forms provided with the RFP. These documents are in a PDF fillable format except for the signature and date sections. Also to be included is a listing of four (4) municipal or private sector references for whom recent (3 years or less) similar services were provided.

#### C. Price Proposal

Proposers shall submit a price proposal which indicates their full cost to the contract specifications as outlined. All costs associated with the performance of this contract must be clearly delineated.

### **D.** Exceptions

Proposers wishing to take any exceptions to any requirement in the RFP shall state and explain such exceptions. MPS may accept proposals which take exception to any requirements of the RFP. Any exception must be clearly delineated and cannot materially affect the substance of this RFP.

All proposers shall submit the original and **one** (1) complete copy of the proposal. The proposals shall be submitted in a sealed envelope with the **proposal number**, **proposal name**, **and opening date and time** plainly marked in the **lower left hand corner** of the envelope.

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### **EVALUATION PROCESS AND SELECTION CRITERIA**

Proposals will be reviewed by the Assistant Superintendent, Finance and Management and a staff member of the Office of Finance and Management. The initial evaluation will be completed within two (2) weeks of the submission date. All vendors will be notified by letter as to the results of the initial evaluation. The tabulation of these results will be available to any vendor upon request.

The following weighted factors will be used in the initial evaluation:

- A. Completeness of proposal package
- B. Experience with services of this nature
- C. References
- D. Compatibility of Services
- E. Competitiveness of Price Proposal

If it is determined that a second round evaluation is needed, vendors selected to participate in the second round evaluation will be provided with the requirements and timeframe for the second round.

Manchester Public Schools (MPS) shall select that responsible and responsive vendor whose proposal is determined by MPS to be best suited and most advantageous, and provides the greatest overall benefit to MPS on the basis of the criteria and/or factors of evaluation listed. MPS expressly reserves the right to negotiate with the selected Proposer prior to an award of any contract pursuant to the RFP.

Manchester Public Schools retains the right to request any additional information pertaining to the ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure that services are provided in a satisfactory manner.

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#### **GENERAL TERMS AND CONDITIONS**

- 1. The proposal and any addenda will be issued on the Manchester Public Schools' website at https://www.mpspride.org/Page/311. It shall be the responsibility of the proposer to download this information. Manchester Public Schools (MPS) will not mail a separate hard copy of addendum to proposers. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents. No addendum shall be issued less than 2 calendar days before the due date unless it is to change the due date.
- 2. The attached proposal is signed by the proposer with full knowledge of an agreement with the general specifications, conditions and requirements of this proposal.
- 3. Proposals received later than the date and time specified will not be considered. Amendments to or withdrawals of proposals received later than the date and time set for proposal opening will not be considered.
- 4. All proposals shall be opened publicly and read aloud. Proposers may be present at the opening of proposals. All proposals shall be tabulated and copies of said tabulation shall be made available to proposers upon their request.
- 5. MPS will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of MPS and will not be returned. Respondents to the RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act after evaluation and award decisions have been made.
- 6. All deliveries of commodities or services hereunder shall comply in every respect with all applicable laws of the federal government and/or the State of Connecticut. Purchases made by MPS are exempt from payment of Federal Excise Taxes and the Connecticut Sales Tax and such taxes must not be included in the proposal prices.
- 7. MPS reserves the right to reject any and all proposals, to waive technical defects and to make such awards including accepting a proposal, although not the low proposal, as it is deemed to be in the best interest of MPS.
- 8. MPS may make such investigation as deemed necessary to determine the ability of the proposer to discharge a contract. The proposer shall furnish MPS with all such information and data as may be required for this purpose. MPS reserves the right to reject any proposal if the proposer fails to satisfactorily convince MPS that he/she is properly qualified by experience and/or does not have the facilities to carry out the work called for herein. Conditional proposals will not be accepted.
- 9. Specifications cannot be modified by anyone other than the assigned agent for MPS.
- 10. The work included in these specifications covers all labor, material equipment, and services required to complete what is listed in the Request for Proposal.

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- 11. The proposer shall not sublet, sell, transfer, assign or otherwise dispose of contract or any portion thereof or of his right, title or interest therein, or of his obligations thereunder, without the consent of MPS.
- 12. The proposer shall be required to submit the AFFIRMATIVE ACTION STATEMENT with their completed proposal package. The successful proposer shall comply in all respects with the Equal Employment Opportunity Act. Findings of non-compliance with applicable State and Federal equal opportunity laws and regulations will be sufficient reason for revocation or cancellation of this contract.
- 13. The proposer shall be required to submit the BACKGROUND CHECK COMPLIANCE AGREEMENT with their completed proposal package.
- 14. The proposer shall be required to submit the PROPOSER INDEMNIFICATION with their completed proposal package.
- 15. The proposer shall be required to submit the NON-COLLUSIVE PROPOSAL STATEMENT with their completed proposal package.
- 16. This proposal is subject to the provisions of the Town of Manchester Living Wage Ordinance. A summary description of the ordinance and the certification form is attached. Proposers are asked to indicate on the attached LIVING WAGE CERTIFICATION form if their firm would be considered a covered employer. The certification form is to be returned with the proposal.
- 17. Successful proposer shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, Public Liability and Workers Compensation Insurance in the amounts shown in INSURANCE REQUIREMENTS. The proposer shall carry insurance under which **Manchester Public Schools and the Town of Manchester, CT**, shall be named as an additional insured for the duration of this work. All Liability Insurance required herein shall be Comprehensive, General and Automobile Bodily Injury and Property Damage Policy or Policies. Certificate of Proposer Liability shall be filed with MPS before work is started and contain a ten (10) day written notice of cancellation clause.
- 18. Hold Harmless: The proposer/insured shall indemnify and hold harmless MPS and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by MPS, arising out of or resulting from the performance of the work and/or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (b) strictly limited to the extent caused in whole or in part by any negligent act or omission of the proposer/insured, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.
- 19. MPS reserves the right to award the contract to multiple vendors.
- 20. The contract will be managed by Karen L. Clancy, Assistant Superintendent, Finance and Management.

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- 21. This contract shall be in effect from August 13, 2021, through June 30, 2024, with the right to extend this contract for up to two (2) one-year periods upon mutual written agreement.
- 22. All invoices are to be sent to Karen L. Clancy, Assistant Superintendent, Finance and Management, 45 North School Street, Manchester, CT 06042.

Proposal	Preparer's	Initials:	
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#### **INSURANCE REQUIREMENTS**

- 1. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage of Insurance Services Office (ISO) policies, forms and endorsements.
- 2. If the Proposer/Insured has self-insured retentions or deductibles under any of the following minimum required coverage, the Proposer/Insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the Proposer/Insured's sole responsibility.
- 3. <u>Commercial General Liability:</u> The Proposer/Insured will maintain commercial general liability insurance covering all operations by or on behalf of the Proposer/Insured on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence

4. **<u>Automobile Liability:</u>** The Proposer/Insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

5. Worker's Compensation: The proposer/insured will maintain workers' compensation and employer's liability insurance.

Minimum Limits: Worker's compensation: statutory limit Employer's Liability: \$1,000,000 bodily injury or each accident

\$1,000,000 bodily injury by disease for each employee

\$1,000,000 bodily injury disease aggregate

6. Umbrella/Excess Liability: The proposer/insured will maintain umbrella/excess liability insurance on an occurrence basis of the underlying commercial general liability, auto liability and workers' compensation insurance. The coverage shall be at least as broad as each of the underlying policies. The amounts of insurance required may be satisfied by purchased coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limit specified for general liability, auto liability and workers' compensation when added to the limit specified in this section.

Minimum Limits: \$5,000,000 combined single limit and aggregate limit.

7. The proposer/insured shall carry insurance under which **Manchester Public Schools and the Town of Manchester, CT,** shall be named as additional insured for the duration of this work/contract.

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# MANCHESTER PUBLIC SCHOOLS 45 North School Street Manchester, CT 06042

# **PROPOSER INFORMATION**

PROPOSER:	(Print Business, Partnership	or Corporate Name)	
ADDRESS:			
TDDRESS			
_			
_			
SIGNATURE	:	DATE:	
	(Authorized Signature)		
		TITLE:	
	(please print)		
TELEPHONE	:	FAX:	
FEDERAL TA	AX IDENTIFICATION NUME	BER (FEIN):	
TITLE:			
EMAIL:		TELEPHONE:	
The proposer	is individual par	tnership	
	_	-	
corpora	tion, incorporated in	, piease amx seai.	
Names and ti	tles of other officers or partne	ers are:	

All Vendors

Karen L. Clancy

TO:

FROM:

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Proposal Preparer's Initials:

# MANCHESTER PUBLIC SCHOOLS 45 North School Street Manchester, CT 06042

# **AFFIRMATIVE ACTION STATEMENT**

	Assistant Superintendent, Fi	nance and Management
SUBJECT:	Affirmative Action	
		portunity Employer, and will not transact business with firms which State Statutes and Executive Orders pertaining to non-discrimination
		eptable vendor's list and thereby be eligible for consideration as a lete and return the following Statement of Policy to:
		Karen L. Clancy Assistant Superintendent Finance and Management
	<u>S'</u>	TATEMENT OF POLICY
that there sha		anyone on the grounds of race, creed, national origin, sex, age or demotions, recruitment, termination and selections for training.
	this firm is in full compliance values noted above.	with the letter and intent of the various Equal Opportunity and Civi
Signature		Date
Name		Title
Telephone		Street Address
Fax		City/State/Zip Code

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Proposal Preparer's Initials:

# MANCHESTER PUBLIC SCHOOLS 45 North School Street Manchester, CT 06042

## **CONTRACTOR INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall, defend, indemnify and hold harmless the School District and its respective officers, employees and agents from any and all loss, liability, damage, penalty, expense or fee, including attorneys' fees, arising from or relating to (i) the Contractor's breach of this Contract; (ii) strictly limited to the extent of negligence or willful misconduct of the Contractor and its officers, employees, and agents; or (iii) any other action or event arising out of or in any way connected with this Contract. The Contractor agrees that the School District shall have the right to participate in the defense of any such claim through counsel of its choosing. This indemnity shall not be affected by other portions of this Contract.

The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further undertakes to reimburse MPS for damage to property of MPS caused by the Contractor, or its employees, agents, subcontractors or delivery persons, or by faulty, defective or unsuitable material or equipment used by him/her or them.

STATE OF		
COUNTY OF:		Signed by Proposer
		Name
		Legal Name of Vendor
		Street
		City/State/Zip Code
		Date
Subscribed and Sworn to before me on this		
day of	20	
Notary Public		

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# MANCHESTER PUBLIC SCHOOLS 45 North School Street Manchester, CT 06042

# **NON-COLLUSIVE STATEMENT**

	<u>11011-1</u>	COLLOSIVE STATEMENT
TO:	All Vendors	
FROM:	Karen L. Clancy Assistant Superintendent, Fin	ance and Management
SUBJECT:	Non-Collusive Statement	
The undersig		ned themselves regarding the accuracy of the statements made
and woof maindep 2. The copersor will n The undersig	rithout any agreement, understa- terials, supplies, equipment or s- endent bidding or competition, ontents of the bid have not been in not an employee or agent of the ot be communicated to any suc-	andor independently and has been submitted without collusion with anding, or planned common course of action with any other vendor dervices described in the Invitation to Bid, designed to limit and; a communicated by the vendor or its employees or agents to any ne proposer or its surety on any bond furnished with the bid, and a person prior to the official opening of the bid.  this statement is executed for the purposes of inducing Mancheste ake an award in accordance therewith.
Legal Name	of Vendor	
Business Add	lress	·
Name and Ti	tle of Authorized Signor	
Signature		Date
Telephone	 Fax	eMail Address

Proposal Preparer's Initials: \_\_\_\_\_

# MANCHESTER PUBLIC SCHOOLS 45 North School Street Manchester, CT 06042

# **BACKGROUND CHECK COMPLIANCE AGREEMENT**

TO:	All Vendors
FROM:	Karen L. Clancy, Assistant Superintendent, Finance and Management
SUBJECT:	Background Check Compliance Agreement

#### **PURPOSE**

The Background Check compliance agreement is intended to ensure that proposer, awarded this contract, has or will hire qualified employees/staff to provide and maintain a safe and secure environment.

#### **POLICY**

Proposers shall comply with maintaining a policy and procedure in place for a background check and performing background checks, in accordance with any State and Federal laws for any person assigned to this contract.

#### **DEFINITION OF A BACKGROUND CHECK**

A background check is a process in which the specifics of an individual's past history are verified for the purposes of determining qualifications for employment/work, and it is conducted in addition to a reference check. The type of background check conducted is dependent upon a position's responsibilities and required qualifications by the contract. When conducting background checks, it is the proposer's responsibility to comply with any State and Federal laws, including Public Act 16-67.

#### COMPLIANCE AGREEMENT

The proposer hereby agrees that assigned personnel for this contract have been administered a background check. To the best of the proposer's knowledge, the employee has a satisfactory background check in accordance and in compliance with any State and Federal laws. The proposer and its employees release Manchester Public Schools, its officers and its employees from any and all liability arising out of or related in any way to such testing.

Legal Name of Ver	ndor		
Business Address			
Name and Title of A	Authorized Signor		
Signature		Date	
Telephone	- Fax	eMail Address	

Proposal Preparer's Initials:

Proposal Preparer's Initials:

# MANCHESTER PUBLIC SCHOOLS 45 North School Street Manchester, CT 06042

# REFERENCE SHEET – REQUEST FOR PROPOSAL

NAME OF BUSINESS	
CONTACT PERSON & TITLE	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER & EMAIL	
NAME OF BUSINESS	
CONTACT PERSON & TITLE	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER & EMAIL	
NAME OF BUSINESS	
CONTACT PERSON & TITLE	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER & EMAIL	
NAME OF BUSINESS	
CONTACT PERSON & TITLE	
ADDRESS	
CITY, STATE, ZIP	
PHONE NUMBER & EMAIL	

# Summary Description for Vendors Regarding Manchester's Living Wage Ordinance

Effective February 1, 2010, the Town of Manchester adopted a living wage ordinance. This Summary Description is designed to provide any vendor bidding on a Town of Manchester or Manchester Board of Education contract with the key provisions of that ordinance. It does not contain the full ordinance.

#### LIVING WAGE REQUIREMENT:

The ordinance requires that companies awarded service contracts by the Town of Manchester exceeding \$25,000 in any one fiscal year pay their **Eligible Employees** a **living wage**. Companies considered **Covered Employers** subject to this requirement are defined below. The Town of Manchester has determined that the contract resulting from this bid or Request for Proposals will be subject to the ordinance if the total contract value is \$25,000 or more in any one fiscal year.

The living wage is currently calculated to be \$14.24/hour for employees that are provided comprehensive health care benefits, or \$18.32/hour for employees that are not provided comprehensive health care benefits.

The living wage and health benefit requirements are adjusted annually each July, effective July 1, 2010. Companies will be required to pay the applicable living wage rate in effect during the term of their contracts.

#### **COVERED EMPLOYERS AND EXEMPTIONS:**

The ordinance requires that Covered Employers pay the living wage rate. Certain employers are excluded from paying the living wage rate. They are as follows:

- 1. Non-profit organizations as defined by the ordinance, and
- 2. Entities that employ less than 25 eligible employees.

#### **ELIGIBLE EMPLOYEES:**

Eligible employees are <u>all permanent, full time employees</u> of the company (defined as a normal work week of at least 30 hours), working in the State of Connecticut, <u>not just those working on the Town contract.</u> The following are <u>not</u> considered eligible employees for the purposes of the living wage requirement:

- 1. Employees with a normal work week of less than 30 hours.
- 2. Seasonal or temporary employees.
- 3. Employees under the age of 18.
- 4. Employees hired as part of a school-to-work program.
- 5. Students who serves in a work-study program or as an intern.

Proposal Preparer's Initials: _	
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- 6. Trainees participating for not more than six months in a training program.
- 7. Employees enrolled in a governmentally funded vocational rehabilitation program.
- 8. Volunteers working without pay.
- 9. Employees exempted under Section 14(c) of the Fair Labor Standards Act due to disabilities.
- 10. Any person whose wage rate is subject to a federal or State of Connecticut statute or regulation mandating a prevailing wage rate.

#### **EMPLOYER OBLIGATIONS:**

Covered Employers are required to do the following pursuant to the ordinance.

- 1. Certify with the submission of their bid or proposal a) that they will pay the required living wage to eligible employees if awarded a contract, or b) that they are exempt from requirements of the ordinance,
- 2. Upon award, covered employers shall provide the Town a sworn affidavit affirming that all eligible employees of the covered employer working in the State of Connecticut are receiving the living wage and health benefits required by this ordinance.
- 3. This sworn affidavit shall be provided thereafter on an annual basis within 30 days of a request being made by the Town if the duration of the contract exceeds one (1) year.
- 4. Notify their employees of their rights under the Living Wage Ordinance by posting a copy of the ordinance and other materials prepared by the Town of Manchester in locations where employees will see them.
- 5. Make best efforts to attempt to hire residents of the Town of Manchester for all new positions which result from a service contract subject to the ordinance.

#### PROHIBITED PRACTICES:

- 1. Covered Employers cannot decrease non-wage benefits (such as insurance, vacation, or pension) as a means of complying with the living wage requirements.
- 2. Covered Employers cannot retaliate or discriminate against any employee for making a complaint against the covered employer regarding compliance with living wage requirements.

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# RFP STUDENT ACCIDENT/ATHLETIC INSURANCE PROPOSAL DUE: MONDAY, AUGUST 2, 2021, AT 2:00 P.M.

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#### **ENFORCEMENT:**

The Town may enforce the provisions of this ordinance by the imposition of fines, suspension of contract or declaring the Covered Employer ineligible for future contracts.

#### **WAIVERS**:

The ordinance provides for the waiver of certain requirements in the ordinance. However, no waivers will be considered until the bidding process has been completed and a contract has been awarded. Requests for waivers must be made by the Covered Employer, in writing, to the General Manager.

The General Manager shall submit the waiver request to the Board of Directors, which shall have the sole discretion as to whether it is granted.

The above is intended to be a summary of the requirements of the living wage ordinance as they affect covered employers and is provided for informational purposes only. Employers should read the entire Living Wage Ordinance. It can be found online at <a href="www.townofmanchester.org">www.townofmanchester.org</a> on the left side of the page. Click on Document Center, scroll to General Services and click on Living Wage Ordinance.

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# TOWN OF MANCHESTER LIVING WAGE CERTIFICATION FORM

The Town of Manchester has determined that this contract may be subject to the provisions of the Manchester Living Wage Ordinance, Chapter 212 of the Manchester Code of Ordinances, Sections 212-1 through 212-11.

Bidders are required to indicate whether they are a Covered Employer as defined by the Manchester Living Wage Ordinance or are exempt from the requirements by marking the appropriate section below. **FAILURE TO INDICATE MAY RESULT IN THE REJECTION OF YOUR BID.** 

\_\_\_\_ I/We are a covered employer and shall pay the required living wage to eligible employees and comply with the requirements of the ordinance during the term of the contract. Or that: I/We are not a Covered Employer and therefore not subject to Manchester's Living Wage Ordinance for the reason indicated below: Charitable foundations, charitable trusts or nonprofit agencies or nonprofit corporations, provided that the foundation, trust or nonprofit agency or corporation is exempt from federal income taxation and may accept charitable contributions under Section 501 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended. Bidder employs less than twenty five (25) eligible employees. Annual contract value is less than \$25,000. Officer, Owner, Authorized Rep. of \_\_\_\_\_\_ do hereby certify that the representations made above are accurate for \_\_\_\_\_\_ .

Bid Name or RFP Name Signed by: \_\_\_\_\_ Dated: \_\_\_\_\_

TO BE RETURNED WITH BID OR RFP SUBMISSION.

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# MANCHESTER PUBLIC SCHOOLS 45 North School Street Manchester, CT 06042

# PRICE PROPOSAL

I/WE, the undersigned, have received the proposal	al documents and addenda numbered and dated as follows:
Addendum # dated	
Addendum # dated	
Addendum # dated	
subject to and in accordance with the Cost Prope	and deliver the requested services at the prices named herein, losal, and Specifications, all of which are made a part of this to adhere to the General Terms and Conditions as identified in
LEGAL NAME OF VENDOR:	
SIGNATURE:(Authorized Signature)	DATE:
NAME:(please print)	TITLE:
TELEPHONE:	FAX:
E-MAIL:	
FEDERAL TAX IDENTIFICATION NUMBER (	(FEIN):
<b>NOTE:</b> Proposals may not be with	ndrawn for a period of 90 days after bid opening

Proposal Preparer's Initials:

# RFP STUDENT ACCIDENT/ATHLETIC INSURANCE PROPOSAL DUE: MONDAY, AUGUST 2, 2021, AT 2:00 P.M.

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# **COVERAGE PROPOSALS**

Coverage I – Voluntary Student Accident Coverage	
Plan A – School Time Accident Coverage – Rate Per Student	\$
Plan B – 24 Hour Accident Coverage – Rate Per Student	\$
Coverage II – Optional Extended Dental Coverage	
with purchase of either Coverage I Plan A or B – Rate Per Student	\$
Coverage III – Interscholastic Sports	
Total Premium	\$
Name and Address of Proposed Insurer:	
	<del>-</del> -
Coverage IV – Catastrophic Accident	_
Premium for Athletes	\$
Premium for Student Activities	\$
Name and Address of Proposed Insurer:	
	_
Coverage V – Class/Field Trips	
Premium for Student Activities – in USA, both day and overnight	\$
Name and Address of Proposed Insurer:	
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