



**MANCHESTER PUBLIC SCHOOLS  
OFFICE OF FINANCE AND MANAGEMENT**

**REQUEST FOR PROPOSAL FOR:**

**REVISED VARIABLE REFRIGERANT FLOW (VRF) REPLACEMENT  
AT ILLING MIDDLE SCHOOL**

**RFP #021-010**

**WALK THROUGHS MUST BE ARRANGED ONLY FOR NEW VENDORS**

**PROPOSALS DUE:  
WEDNESDAY, MARCH 17, 2021  
10:00 AM**

**VIRTUAL OPENING \*\*  
WEDNESDAY, MARCH 17, 2021  
10:15 AM**

**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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Proposer’s Initials: \_\_\_\_\_

**\*\*\* 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, due to the public schools being closed, 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 15 minutes after the proposals are due** to give vendors time to log-in.
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 distributed to vendors.

In order to maintain the health and safety of our staff and interested bidders, the bid 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](mailto:RFPs-Bids@mpspride.org).

**Karen L. Clancy**  
Director of Finance & Management  
Manchester Public Schools  
(860) 647-3444

Proposer's Initials: \_\_\_\_\_

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

**RFP #021-010**  
**REVISED VARIABLE REFRIGERANT FLOW (VRF) REPLACEMENT**  
**AT ILLING MIDDLE SCHOOL**

Manchester Public Schools (MPS) is requesting proposals for **the replacement of the Daiken VRF system at Illing Middle School. This is a reissued RFP which replaces RFP 021-007.** 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 Director of Finance and Management, 45 North School Street, Manchester, CT 06042, by the date and time listed below:

**Proposals will be accepted until Wednesday, March 17, 2021, at 10:00 a.m.**

**Walk-throughs must be arranged only for new vendors.**

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: Wednesday, March 3, 2021  
Karen L. Clancy  
Director of Finance and Management  
Manchester Public Schools

Proposer's Initials: \_\_\_\_\_

## **INTRODUCTION**

### **District Information**

The Manchester Public Schools (MPS) enrollment is 6,200 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**

The Daiken Variable Refrigerant Flow (VRF) system on the two (2) story wing of Illing Middle School needs to be replaced. This reissued request for proposal replaces RFP 021-007

## **SPECIFICATIONS FOR PROPOSAL**

### **Scope of Services**

Manchester Public Schools (MPS) is seeking to engage a contractor(s) to provide the following construction services.

### **Deliverables**

The proposal should include the cost for completing the following items in replacement of the Daiken VRF system.

- Removal of existing Daiken VRF system
  - Reclaim and dispose of all refrigerant
  - Disconnect and remove all equipment to include condensers, air handlers, and controls
  - Modify or replace existing refrigerant piping as needed
- Install new system
  - Replace 20 existing room air handlers with new **3** ton air handlers in classrooms
  - Reconnect refrigerant piping and condensate piping and reinsulate where needed
  - Replace all condensate pumps
  - Replace roof mounted condensing units, replacement units are to have BMS bacnet cards
  - Reconnect all refrigerant lines and leak check and evacuate refrigerant to be included
  - Reconnect all high voltage wiring
  - Replace all control wiring
  - Start-up system and confirm proper operation and communication with BMS
  - All roof penetrations to be properly sealed throughout the project and upon completion
  - Remove all trash and debris from site
  - All crane and roofing expenses to be included in price

Installing contractor is responsible for coordination with Automated Building Systems to insure system compatibility and proper control and operation, **and the associated cost.**

### **Proper Conduct**

The contractor shall adhere to proper conduct at all times. Proper conduct is meant to include, but not be limited to the following:

Proposer's Initials: \_\_\_\_\_

- There shall be no weapons, drugs or alcohol on the premises.
- No smoking on the premises. No exterior doors are left opened or unlocked.
- The contractor shall be polite and courteous at all times.
- Contractor will ensure no trash or debris is left on the ground at the end of any work day.
- Contractor must adhere to any/all security standards, requirements and/or regulations of each school.
- Contractors are to conform to all COVID-19 protocols required by the Manchester Board of Education.

**Subcontracting**

Use of subcontractors is prohibited unless authorized in writing by the MPS Director of Finance and Management, or Superintendent of Schools, or their duly authorized signatory authority.

**Multiple awards**

MPS reserves the right to award to multiple vendors.

**Contract Management**

The contract will be managed by Lindsey Boutilier, Director of Operations and Athletics. Mr. Boutilier can be reached at (860) 647-5011 or b11lbout@mpspride.org.

**Contract Period**

This contract shall be in effect from when the contract is awarded until completion of the project which should be no later than June 30, 2021. The prices will remain firm for the duration of the contract period.

**Contract Invoicing**

Upon review and acceptance of the completed project, an invoice should be submitted to Lindsey Boutilier, Director of Operations and Athletics.

**INQUIRIES**

All questions pertaining to this Request for Proposal shall be emailed to Karen L. Clancy at [klclancy@mpspride.org](mailto:klclancy@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.

Proposer's Initials: \_\_\_\_\_

**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 Wednesday, March 17, 2021, at 10:00 a.m., and may be sent by mail or hand delivered to:

Manchester Public Schools  
Director of 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. **Failure to do so will be at the Proposer's risk.** 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, Director of 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 Director of Finance and Management and at least one (1) representative from the Buildings and Grounds Department. The initial evaluation will be completed within two (2) weeks of the submission date. All proposers will be notified by letter as to the results of the initial evaluation. The tabulation of these results will be available to any proposer 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

Proposers selected to participate in the second round evaluation will be provided with the requirements and timeframe for the second round presentation.

Manchester Public Schools (MPS) shall select that responsible and responsive Proposer 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.

Proposer's Initials: \_\_\_\_\_



**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.

Proposer's Initials: \_\_\_\_\_

**CONSTRUCTION PROJECT TERMS AND CONDITIONS**

1. Successful Vendor is responsible for obtaining all necessary building permits as required by any authority having jurisdiction. Town fees for town permits are waived. State fees for town permits cannot be waived by the Town of Manchester.
2. The Town of Manchester is tax exempt. A certificate shall be provided to the contractor.
3. All measurements are the responsibility of the Vendor.
4. The Vendor shall coordinate with the work of other contractors', and employees of MPS who will be doing work concurrent with the Vendor.
5. The school may be occupied by students ranging in age from 6 to 18 years old during the construction period. The Vendor shall provide and maintain barricades as required to prevent intentional or unintentional access to the work area and dust barriers to limit the migration of dust within the building.
6. The Vendor shall access the site through designated doors of the building. Construction vehicles shall be parked in designated parking spaces in the primary parking lot, except during times of delivery.
7. The Vendor shall provide final cleaning of materials installed, removing any foreign material that would impact the appearance of finished surfaces.
8. The Vendor shall and does, as part of the contract, hereby guarantee all materials and workmanship to be of first quality and that the finished work will remain in satisfactory condition for a period of one (1) year from the date of final acceptance of work performed or as specified in the bid. The date of acceptance is considered to be the date of final payment for the work involved.
9. **Security for Faithful Performance:** Performance and payment bonds are not a requirement of this project.
10. **Prevailing Wage Rates:** The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment of contribution paid or payable on behalf of each such employee to any employee welfare fund defined in subsection (h) of this section (31-53 of the General Statutes,) shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employee to any such employees' welfare fund shall pay to each employee as of his wages the amount of payment or contribution for his classification on each payday.

Upon the award of any contract subject to the provisions of this section, the Contractor to whom such contract is awarded shall certify, under oath to the Labor Commissioner, the pay scale to be used by such contractor and any of his subcontractors for work to be performed under such contract. The Contractor shall fully comply with all provisions of Public Act 93-392 including weekly

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submitted of certified payrolls accompanied by a Compliance Statement and shall be subject to such sanctions mandated for violations of said Public Act.

The provisions of this section shall not apply where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with new construction of any public works project is less than ONE MILLION dollars or where the total cost of all work to be performed by ALL Contractors and Subcontractors in connection with any remodeling refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is less than ONE HUNDRED thousand dollars.

**NOTICE TO ALL CONTRACTORS, BUILDERS AND HOMEOWNERS**

**Please pay particular attention to the following list of inspections. Requirements will be strictly adhered to.**

Pursuant to Section R109 of the State of Connecticut Basic Building code, the following inspections **are required** by the Manchester Building Department:

1. Site inspection – may be before permit is issued.
2. When footing forms are in place and before concrete is placed.
3. When foundation forms are in place and before concrete is placed.
4. After foundation is erected, waterproofed and footing drains installed.
- 4a. \*\*\*Before construction above foundation is started two “As Built” foundation location plans must be filed with the Building Department.
5. When forms for structural slabs, panels or columns are in place and before concrete is placed.
6. Fireplace when the top of the smoke chamber is reached.
7. 1<sup>st</sup> roof/felt/ice and water shield (nailing shall be at 6 nails per shingle including new construction.)
8. **Rough inspections:**  
Plumbing before any piping is concealed.  
(Complete ductwork and plumbing shall be installed before electrical wiring is started.)  
Heating pipes and/or ducts before they are concealed.  
Electrical before any wiring is concealed.  
Framing before any interior wall covering is applied.  
Insulation before drywall.
9. Final inspections when all construction details and utility installations re: complete and house numbers, as designated by the Engineering Department, are installed.
10. Other inspections that may be requested by the building or contractor and/or required by the building official or his designee.
11. The permit holder or his agent shall notify the building official when the work is ready for inspections, **giving not less than seventy-two (72) hours’ notice.**
12. **Inspection for issuance of Certificates of occupancy requires a 10 day prior notification to the Building Department.**

**NOTE:** Complete ductwork and plumbing shall be installed before electrical wiring is started

Proposer’s Initials: \_\_\_\_\_

**INSURANCE REQUIREMENTS**

A. 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.

B. 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.

C. **Commercial General Liability:** 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

D. **Automobile Liability:** 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

E. **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

F. **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.

Proposer's Initials: \_\_\_\_\_

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

**PROPOSER INFORMATION**

PROPOSER: \_\_\_\_\_  
**(Print Business, Partnership or Corporate Name)**

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Authorized Signature)

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(please print)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

CONTACT PERSON FOR CONTRACT: \_\_\_\_\_

TITLE: \_\_\_\_\_

EMAIL: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

**The proposer is a/an (individual) (partnership) (corporation). Names and titles of other officers or partners are:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(for corporation, give State of incorporation and affix corporate seal)**

Proposer's Initials: \_\_\_\_\_

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

**AFFIRMATIVE ACTION STATEMENT**

TO: All Vendors  
FROM: Karen L. Clancy  
Director of Finance and Management  
SUBJECT: Affirmative Action

Manchester Public Schools is an Equal Opportunity Employer, and will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendor's list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to:

Karen L. Clancy  
Director of Finance and Management

**STATEMENT OF POLICY**

It is the employment policy of \_\_\_\_\_ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex, age or physical handicap in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Opportunity and Civil Rights Statutes noted above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Fax

\_\_\_\_\_  
City/State/Zip Code

Proposer'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 CONNECTICUT

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

\_\_\_\_\_  
Signature of 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

Proposer's Initials: \_\_\_\_\_

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

**NON-COLLUSIVE STATEMENT**

TO: All Vendors

FROM: Karen L. Clancy  
Director of Finance and Management

SUBJECT: Non-Collusive Statement

The undersigned vendor, having fully informed themselves regarding the accuracy of the statements made herein certifies that:

1. The bid has been arrived at by the vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, and;
2. The contents of the bid have not been communicated by the vendor or its employees or agents to any person not an employee or agent of the proposer or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The undersigned vendor further certifies that this statement is executed for the purposes of inducing Manchester Public Schools to consider the vendor and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Vendor

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Name and Title of Authorized Signor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
eMail Address

Proposer's Initials: \_\_\_\_\_

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

**BACKGROUND CHECK COMPLIANCE AGREEMENT**

TO: All Vendors  
FROM: Karen L. Clancy, Director of 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 Vendor

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Name and Title of Authorized Signor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
eMail Address

Proposer's Initials: \_\_\_\_\_

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

**REFERENCE SHEET – REQUEST FOR PROPOSAL**

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**NAME OF BUSINESS**

CONTACT PERSON & TITLE

ADDRESS

PHONE NUMBER & EMAIL

---

**NAME OF BUSINESS**

CONTACT PERSON & TITLE

ADDRESS

PHONE NUMBER & EMAIL

---

**NAME OF BUSINESS**

CONTACT PERSON & TITLE

ADDRESS

PHONE NUMBER & EMAIL

---

**NAME OF BUSINESS**

CONTACT PERSON & TITLE

ADDRESS

PHONE NUMBER & EMAIL

Proposer's Initials: \_\_\_\_\_

**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 **all permanent, full time employees** of the company (defined as a normal work week of at least 30 hours), working in the State of Connecticut, **not just those working on the Town contract**. The following are **not** 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.

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5. Students who serves in a work-study program or as an intern.
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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**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 [www.townofmanchester.org](http://www.townofmanchester.org) on the left side of the page. Click on Document Center, scroll to General Services and click on Living Wage Ordinance.**

Proposer's Initials: \_\_\_\_\_

**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.

I, \_\_\_\_\_ of \_\_\_\_\_ do hereby certify  
Officer, Owner, Authorized Rep.                      Company Name

that the representations made above are accurate for \_\_\_\_\_ : Bid  
Name or RFP Name

Signed by: \_\_\_\_\_ Dated: \_\_\_\_\_

**TO BE RETURNED WITH BID OR RFP SUBMISSION.**

Proposer's Initials: \_\_\_\_\_



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

**PRICE PROPOSAL**

I/WE, the undersigned, have received the proposal documents and addenda numbered and dated as follows:

Addendum # \_\_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_\_ dated \_\_\_\_\_

Addendum # \_\_\_\_\_ dated \_\_\_\_\_

I/WE, the undersigned, hereby agree to furnish and deliver the requested services at the prices named herein, subject to and in accordance with the Cost Proposal, and Specifications, all of which are made a part of this Proposal. I/We further agree to and are willing to adhere to the General Terms and Conditions and Construction Project Terms and Conditions as identified in the proposal documents.

**PRICE PROPOSAL**

- REMOVAL OF EXISTING SYSTEM: \_\_\_\_\_
- COST OF NEW SYSTEM: \_\_\_\_\_
- INSTALLATION OF NEW SYSTEM: \_\_\_\_\_
- TOTAL PRICE PROPOSAL: \_\_\_\_\_

LEGAL NAME OF VENDOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Authorized Signature)

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(please print)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER (FEIN): \_\_\_\_\_

**NOTE:** Proposals may not be withdrawn for a period of 90 days after opening.

Proposer's Initials: \_\_\_\_\_