



SPECIFICATIONS FOR
MANCHESTER PUBLIC SCHOOLS
RFP# 019-002 SUBSTITUTE SERVICES – NON-CERTIFIED STAFF

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

Manchester Public Schools will receive sealed proposals at the Office of the Director of Finance and Management, 45 North School Street, Manchester, CT, 06042, on the date and time listed below for the following:

RFP #019-002 MANCHESTER PUBLIC SCHOOLS
SUBSTITUTE SERVICES – NON-CERTIFIED STAFF

Proposals will be accepted until Monday, July 30, 2018, at 2:00 p.m.

A mandatory pre-proposal conference is scheduled for:
Wednesday, July 18, 2018, 2018, at 11:00 a.m. at the
Manchester Public Schools Administrative Offices, 45 North School Street, Manchester, CT

The right is reserved to reject any and all proposals. Specifications and forms are available on our website <https://www.mpspride.org/Domain/70>.

Manchester Public Schools 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.

Karen L. Clancy
Director of Finance and Management
Manchester Public Schools

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 order and format described.

A. Submittal Letter

A letter of transmittal addressed to **Mrs. Karen L. Clancy, Director of Finance and Management**, which includes a statement by the Proposer accepting all terms, conditions and requirements contained in the RFP. The letter should also include a brief discussion of the Proposer's background, experience and ability to perform this contract in accordance with the scope of services.

B. Price Proposal

Proposers shall submit a price proposal which indicates their full cost to provide the scope of services outlined. All costs associated with the performance of these services must be clearly delineated.

C. 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.

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.

INSTRUCTIONS TO PROPOSERS

1. The proposal and any addenda will be issued on the Manchester Public Schools' website at <https://www.mpspride.org/Domain/70>. 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. Submit two (2) originals of the proposal in an envelope marked with the proposer's name and address on the upper left hand corner. Proposals shall be made out in the exact form as described under Content and Organization of Proposal of enclosed Invitation to Proposal, on proposer's letterhead and shall be signed by an officer of the company or corporation. **Proposals are to be plainly marked in the lower left hand corner with proposal number, name of proposal, opening date and time. Proposals will be accepted until Monday, July 30, 2018, at 2:00 pm.**
4. **A mandatory pre-proposal conference is scheduled for Wednesday, July 18, 2018, at 11:00 a.m. at Central Office, 45 North School Street, Manchester, CT.**
5. Proposals sent by mail or hand delivered should be addressed to the Director of Finance and Management, Manchester Public Schools, 45 North School Street, Manchester, CT 06042.
6. 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.
7. 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.
8. 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.
9. 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 worked called for herein. Conditional proposals will not be accepted.
10. Specifications cannot be modified by anyone other than the assigned agent for MPS.
11. 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.

12. The work included in these specifications covers all labor, material equipment, and services required to complete what is listed in the Request for Proposal.
13. 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.
14. The proposer shall be required to submit the BACKGROUND CHECK COMPLIANCE AGREEMENT with their completed proposal package.
15. The proposer shall be required to submit the PROPOSER INDEMNIFICATION with their completed proposal package.
16. The proposer shall be required to submit the NON-COLLUSIVE PROPOSAL STATEMENT with their completed proposal package.
17. There shall be no smoking or other use of tobacco products in any school building nor on school ground at any time. Proper attire is to be worn at all times. Proposer's personnel shall use extreme caution while driving motor vehicles on school property.
18. 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 consent of MPS.
19. **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) is caused in whole or in part by any negligent act or omission of the proposer/insured, any subproposer, 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.

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
 \$2,000,000 each occurrence if blasting is required
 \$2,000,000 general aggregate with dedicated limits per
 Project site
 \$2,000,000 products and completed operations aggregate
 \$1,000,000 personal and advertising injury.
- 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.

SPECIFICATIONS FOR SUBSTITUTE SERVICES – NON-CERTIFIED STAFF**Scope of Services**

Manchester Public Schools (MPS) is seeking to engage a contractor(s) to provide Substitute Services for the following types of non-certified staff on an as-needed basis throughout the various schools in the Town of Manchester, CT.

Paraeducators:

with PMT and related training

without PMT and related training

Secretaries

Therapeutic Services:

OT/PT

Tutors:

with Bachelor's degree

This contract shall **not** be utilized as a regular source of staff for MPS. Rather, it is intended to offer temporary substitute teacher support as needed.

Pricing submitted shall reflect NET pricing PER DAILY RATE. Any payment for travel time, mileage to and from any jobsite, and/or miscellaneous expenses, will not be allowed. All proposals are subject to public inspection upon award.

Bid prices will remain firm for the first two (2) years of the contract period with no wage adjustment(s) allowed. Thereafter, vendors may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment (s) must be submitted thirty (30) days in advance, and in writing to:

Manchester Public Schools
Attn: Karen L. Clancy
45 North School Street
Manchester, CT 06042

Working hours

Payment will be paid for hours worked. Payment for holidays observed by MPS, will not be covered.

Permanent Employment of Temporary Services Personnel

MPS shall be permitted to hire any temporary employee for permanent employment with MPS. MPS shall not be held liable for any fee, penalty, liquidated damages, etc., paid to the contractor resulting from the placement of the individual into MPS service.

Union Agreement

All services performed under this contract shall not violate any established union contract that the MPS has with its employees and unions.

Responsibility***Manchester Public Schools***

- MPS reserves the right to interview any potential candidate for temporary placement to determine their ability to perform the required services.
- MPS shall provide all necessary supplies, equipment and work space for substitute personnel.

- MPS shall pay the contractor a minimum of one (1) hour of work time when a contractor provides personnel on a specified date and time, and the contractor's personnel appears on time to perform the specified services.
- MPS reserves the right to accept or reject any individual provided by the contractor.

Contractor

- Awarded contractor shall supply sufficient, competent, reliable, and properly licensed and/or trained personnel to provide adequate and satisfactory services under this contract.
- Contractor must be able to provide substitute personnel for positions in grades Pre K-12 regular and special education.
- Contractor must require all substitute personnel be fingerprinted prior to accepting temporary assignment.
- Contractor must conduct DCF and criminal background checks, and verify that any substitute personnel does not appear on any Sex Offender Registry prior to a substitute accepting an assignment.
- Contractor must achieve daily fill rate of 90% or greater. Please provide fill rates for those districts that you current provide substitute services.
- Contractor must provide automated reporting/billing system, daily staff coverage, as well as key contact person.
- In cases where special licenses, accreditations and/or certifications are required by State, Federal and/or local law, statute, regulation, or MPS BOE Policy, contractors are required to provide a copy upon request of the MPS.
- Contractors, if requested, shall also provide references, resumes, and/or test scores on individual substitute staff.
- The Contractor is solely responsible for payment of all salaries, wages, bonuses, Social Security, Worker's Compensation, taxes, Federal and State Unemployment Insurance, Liability and Worker's Compensation Insurance, employee benefits, and any and all taxes related to personnel furnished under FICA taxes and shall provide Worker's Compensation for its personnel.
- The Contractor is solely responsible for compliance to all other applicable laws relating to its employees, such as wages and hour laws, safety and health requirements, and collective bargaining laws.
- Confidentiality: In accordance with all applicable laws, regulations, and procedures, the contractors and the substitute personnel provided by the contractor shall maintain strict confidentiality of all information and records which the contractor or the substitute personnel provided by the contractor may come in contact with or be privy to in the course of providing services. Please affirm, in writing, that confidential information shall not be disclosed either during or after the provision of services or following the termination of an individual's employment with the contractor. Note: the person signing the statement shall be a company official (i.e. owner, partner, etc.)
- Services must be provided within 24 hours of the request.
- Rate must include all labor, travel, and miscellaneous expenses necessary to complete substitute personnel services as outlined throughout this Cost Proposal.

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:

- 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 must adhere to any/all security standards, requirements and/or regulations of each school.

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 Period

This contract shall be in effect from September 1, 2018, through August 31, 2020, with the right to extend this contract for a period up to the full original contract term or parts thereof upon mutual written agreement.

Bid prices will remain firm for the first two (2) years of the contract period with no wage adjustment(s) allowed. Thereafter, vendors may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment (s) must be submitted thirty (30) days in advance, and in writing and will be reviewed and approved by the Director of Finance and Management, or Superintendent of Schools, or their duly authorized signatory authority.

EVALUATION CRITERIA AND SELECTION

Proposals will be reviewed and evaluated based upon the following factors:

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

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.

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

PROPOSER INFORMATION

PROPOSER: _____
(Print Business, Partnership or Corporate Name)

ADDRESS: _____

SIGNED BY: _____ TITLE: _____
(Authorized Signature)

NAME: _____ DATE: _____
(please print)

TELEPHONE: _____ FAX: _____

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)

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 or age 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.

Signed

Name

Date

Title

Telephone

Street Address

Fax

City/State/Zip Code

**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, or other costs or obligations arising from or relating to (i) the Contractor's breach of this Contract; (ii) any 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: _____ Signed _____
Proposer

By _____
Name

Legal Name of Vendor

Street

City/State/Zip Code

Date

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

Notary Public

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

**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 the Manchester High School – School Photographer 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

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

REFERENCE SHEET – REQUEST FOR PROPOSAL

NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE NUMBER

NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE NUMBER

NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE NUMBER

NAME OF BUSINESS

CONTACT PERSON

ADDRESS

PHONE NUMBER

MANCHESTER PUBLIC SCHOOLS
45 North School Street
Manchester, CT 06042

PRICE PROPOSAL

I/WE 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. These prices will remain firm for the first two (2) years of the contract period, September 1, 2018, through August 31, 2020, with no wage adjustment(s) allowed. Pricing submitted shall reflect NET pricing PER DAILY RATE. Any payment for travel time, mileage to and from any jobsite, and/or miscellaneous expenses, will not be allowed.

Paraeducators – with PMT and related Training

Daily Rate: \$ _____ % mark-up: _____ % Amount mark-up: \$ _____

Paraeducators – without PMT and related Training

Daily Rate: \$ _____ % mark-up: _____ % Amount mark-up: \$ _____

Secretaries

Daily Rate: \$ _____ % mark-up: _____ % Amount mark-up: \$ _____

Therapeutic Services – OT/PT

Daily Rate: \$ _____ % mark-up: _____ % Amount mark-up: \$ _____

Tutors – with Bachelor’s degree

Daily Rate: \$ _____ % mark-up: _____ % Amount mark-up: \$ _____

LEGAL NAME OF VENDOR: _____

SIGNED BY: _____ TITLE: _____
(Authorized Signature)

NAME: _____ DATE: _____
(please print)

TELEPHONE: _____ FAX: _____

FEDERAL TAX IDENTIFICATION NUMBER (FEIN): _____

E-MAIL: _____

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