MANCHESTER PUBLIC SCHOOLS
OFFICE OF FINANCE & MANAGEMENT

REQUEST FOR PROPOSAL FOR

MANCHESTER PUBLIC SCHOOLS
FOOD SERVICES PAPER PRODUCTS

RFP #024-011

PROPOSAL DUE:
FRIDAY, MAY 24, 2024
9:30 A.M.

VIRTUAL OPENING:
FRIDAY, MAY 24, 2024
9:45 A.M.

Office of Finance & Management
45 North School Street
Manchester CT 06042
(860) 647-3445
Fax: (860) 647-8210

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Bid/RFP Procedure

Manchester Public Schools 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 contract 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. 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 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 will publicly read the results. Results are not final until reviewed. Awardees will be notified. Tabulations will be completed and available upon request.

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

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

Food Services Paper Products
RFP #024-011

Manchester Public Schools (MPS) is requesting proposals for Food Services Paper Products. Specifications and forms are available on the MPS website using the following link: https://www.mpspride.org/departments/business-office/rfps-bids.
Sealed proposals are to be submitted to the Assistant Superintendent of Finance & Management, 45 North School Street, Manchester, CT 06042, by the date and time listed below:

Proposals will be accepted until Friday, May 24, 2024 at 9:30 A.M.

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

Date of Notice: May 9, 2024
Karen L. Clancy
Assistant Superintendent of Finance & Management
Manchester Public Schools

Dates Posted: May 9, 2024
May 10, 2024
May 11, 2024

Inquiries

All questions pertaining to this Request for Proposal shall be emailed to Office of Finance & 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 to 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.

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 May 24, 2024 at 9:30 A.M. and may be sent by mail or hand delivered to:

Manchester Public Schools
Karen L. Clancy
Assistant Superintendent of Finance & Management
45 North School Street
Manchester, CT 06042

Content and Organization of Proposals

The Request for Proposals (RFP) is intended to provide interested vendors with information concerning the conditions and requirements for submitting proposals. Vendors must examine all information and materials contained in this RFP. **Failure to do so will be at the vendor's risk.** In response to the RFP, vendors 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 below.

A. Submittal Letter
A submittal cover letter on company letterhead addressed to **Karen L. Clancy, Assistant Superintendent of Finance & Management**, which includes the following:
- a statement by the Vendor accepting all terms, conditions and requirements contained in the RFP;
- a brief discussion of the Vendor's background, including the number of years in business in Connecticut, experience and ability to perform this contract in accordance with specifications; and
- any other information as requested for this RFP.

B. Standard Vendor Documents
Vendors 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 three (3) municipal or private sector references for whom recent (3 years or less) similar services were provided.

C. Price Proposal
Vendors 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.

D. Exceptions
Vendors 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 Vendors shall submit the original and two (2) complete copies 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.

General Terms and Conditions

1. The proposal and any addenda will be issued on the Manchester Public Schools' website at https://www.mpspride.org/departments/business-office/rfps-bids . It shall be the responsibility of the vendor to download this information. Manchester Public Schools (MPS) will not mail a separate hard copy of addendum to vendors. Failure of any vendor to receive any such addendum or interpretation shall not relieve such vendor 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 vendor 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. Vendors may be present at the opening of proposals. All proposals shall be tabulated and copies of said tabulation shall be made available to vendors 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 be subject to disclosure under the Freedom of Information Act after evaluation and award decision have been made.

6. All deliveries and commodities or services hereunder shall comply in every respect with all applicable laws of the federal government and/or 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 vendor to discharge a contract. The vendor 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.

11. The vendor 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 vendor shall be required to submit the Affirmative Action Statement with their completed proposal package. The successful vendor 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 vendor shall be required to submit the Background Check Compliance Agreement with their completed proposal package.

14. The vendor shall be required to submit the Vendor Indemnification with their completed proposal package.

15. The vendor 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. Vendors 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 vendor(s) shall, after being awarded the contract, and before doing any work, furnish Certificates of Insurance, including Automobile Property Damage Liability, General Liability and Workers Compensation Insurance in the amounts shown in Insurance Requirements. The vendor 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 and noted on the Certificate of Insurance.** 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 vendor/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 vendor/insured, any sub vendor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

19. The vendor shall adhere to proper conduct at all times. Proper conduct is meant to include, but not limited to the following:
    - No weapons, drugs or alcohol on the premises.
    - No smoking on the premises.
    - No exterior doors are left opened or unlocked.
    - Be polite and courteous at all times.
    - Adhere to any/all security standards, requirements and/or regulations of each school.
    - Drive with extreme caution any motor vehicles on school property.

20. The use of subcontractors is prohibited unless authorized in writing by the MPS Assistant Superintendent of Finance & Management, or Superintendent of Schools, or their duly authorized signatory authority.

21. MPS reserves the right to award to multiple vendors.

22. The contract will be managed by Elisha Feenstra, Interim Director of Food & Nutrition

23. The contract shall be in effect from July 1, 2024 through June 30, 2025 with the right to extend for up to two (2) additional one-year extensions upon mutual agreement.

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 Vendor/Insured has self-insured retentions or deductibles under any of the following minimum required coverage, the Vendor/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 Vendor/Insured's sole responsibility.

C. **Commercial General Liability**: The Vendor/Insured will maintain commercial general liability insurance covering all operations by or on behalf of the Vendor/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 Vendor/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 Vendor/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 Vendor/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.

G. The Vendor/Insured shall carry insurance under which **Manchester Public Schools and the Town of Manchester, CT** shall be named additional insured for the duration of the work/contract and noted on the Certificate of Insurance.

SPECIFICATIONS FOR FOOD SERVICES PAPER PRODUCTS

Scope of Services

Manchester Public Schools (MPS) is seeking to engage a vendor(s) to provide food service paper products as outlined below.

The vendor shall insert prices and extensions as required on the appropriate page of the Excel spreadsheet associated with the RFP. All pricing must include all costs of inside delivery at each destination. All pricing commences July 1, 2024, and ends June 30, 2025. The MPS may withhold payment when it is determined that said supplies, materials and equipment do not meet the specified requirements.

Each line item awarded to the vendor shall be for the period commencing July 1, 2024, through June 30, 2025. U.S.D.A. Regulations permitting, the MPS reserves the right to renew this contract with the successful vendor(s) to cover two (2) additional one-year extensions. Extension shall be valid upon written consent of both parties prior to the anniversary date of the contract. Such renewal may include cost of living increases only as they relate to the Federal Consumer Price Index.

In accordance with the **Buy American Provision**, the vendor will be required to provide documentation that all products are manufactured in the United States and that the cost of domestic components must exceed 50% of all the components with the product.

State of Connecticut, Department of Education, Certification Regarding Debarment

The State of Connecticut, Department of Education requires a signed copy of Certification Regarding Debarment. A signed copy will be required for the proposal to be valid, see pages 25 and 26.

Packaging, Handling, and Deliveries

All foods must be delivered in a sanitary manner and acceptable condition. They shall be packed and covered in a suitable box and/or wrapping so that the contents will be properly protected, and wrapped tightly so as to exclude dirt and moisture. Delivery trucks are to be refrigerated, when applicable, to ensure perfect conditions of products upon delivery, and maintained in excellent sanitary conditions and shall be subject to unannounced inspections by the schools and/or State or Local Health Department. The Town Health Office will be considered as the final authority for any questionable delivery. Product must be delivered in a condition suitable for serving. Product damaged due to poor handling will not be accepted, and credit for these products shall be issued to the MPS. Brand and pack size must be as quoted in the proposal package.

The delivery of all products will comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut. Delivery dates and times will be established by the school system according to their needs. All items will be delivered to each individual site, please refer to the list of school locations on page 6, and not dropped/shipped to one central location. All deliveries must be scheduled between 7:00 a.m. and 2:00 p.m., when schools are in session.

Inspections will be done prior to the acceptance of all deliveries, only items that meet proposal specifications will be accepted. Only items ordered will be accepted. Quantities in excess will not be accepted. Specifications cannot be modified by anyone other than the assigned agent for the MPS.

A legible and accurate invoice shall accompany each delivery and shall be signed by a person authorized to receive delivery.

Product Inspection
The products of the successful vendor shall be subject to inspection at all times and if production methods and/or sanitary conditions are found to be unsatisfactory and/or products failing in requirements in the opinion of the purchasing agent, the contract shall be subject to cancellation. Materials/Supplies must meet or exceed health, quality and safety standards established by the CT State Department of Health, CT Consumer Protection Division, the FDA (Food and Drug Administration), the USDA (United States Department of Agriculture), the NSF (National Safety Foundation), UL (Underwriters Laboratory), and OSHA (Occupational Safety and Health Act), whichever is applicable.

MPS may withhold acceptance of or reject any merchandise that is found upon examination not to meet the specification requirements. When rejected, it shall be removed by the vendor within ten (10) days after notification of rejections.

Food and Nutrition Services
Manchester Public Schools
School Locations

Manchester Public and Nonpublic Schools	
School Name	Address
Bowers Elementary School	141 Princeton Street
Buckley Elementary School	65 North School Street
Highland Elementary School	397 Porter Street
Keeney Elementary School	179 Keeney Street
Verplanck Elementary School	126 Olcott Street
Waddell Elementary School	163 Broad Street
St. James School	73 Park Street
Manchester Middle Academy	94 Cedar Street
Bennet Academy	1151 Main Street
Illing Middle School	227 East Middle Tpke
Manchester High School/Bentley Academy	134 East Middle Tpke
Manchester Regional Academy	665 Wetherell Street
Manchester Preschool Center	60 Washington Street
Odyssey	579 West Middle Turnpike

Evaluation Criteria and Selection

Proposals will be reviewed and evaluated based upon the following factors, each of which has equal weight:

A. Experience with services of this nature
B. Compatibility of services
C. Competitiveness of price proposal
D. Completeness of proposal package
E. References

Manchester Public Schools (MPS) shall select the 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. All vendors will be notified by letter as to the results of the evaluation. The tabulation of these results will be available to any vendor upon request. MPS has the right to reject any and all proposals.

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

Reference Sheet

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	

Manchester Public Schools
45 North School Street
Manchester CT 06402

Vendor Information

Legal name of vendor:_____
(Print Business, Partnership or Corporate Name)

Address: _____
_____
_____

Signature: _____ Date:_____
(Authorized Signature)

Name: _____ Title:_____
(Please Print)

Telephone:_____ Fax:_____

Federal Tax Identification Number (FEIN): _____

Contract Contact Person: _____

Title:_____

Email: _____ Telephone: _____

The vendor is _☐_ individual _☐_ partnership

_☐_ corporation, incorporated in _____, please affix seal.

Names and titles of other officers or partners are:

_____

_____

Proposal Preparer's Initials_____

Manchester Public Schools
45 North School Street
Manchester CT 06042

Affirmative Action Statement

TO: All Vendors

FROM: Karen L. Clancy, Assistant Superintendent of Finance & 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
Assistant Superintendent of Finance & 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

Proposal Preparer's Initials_____

Manchester Public Schools
45 North School Street
Manchester, CT 06042

Vendor 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 Vendor

_____
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, Assistant Superintendent of Finance & Management

SUBJECT: Non-Collusive Statement

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

1. The proposal 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 Request for Proposal, designed to limit independent bidding or competition, and;
2. The contents of the proposal 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 proposal, and will not be communicated to any such person prior to the official opening of the proposal.

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 Signer

_____ _____
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 of Finance & Management

SUBJECT: Background Check Compliance Agreement

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

Policy
Vendors 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 vendor 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 vendor 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 Signer

_____ _____
Signature Date

_____ _____ _____
Telephone Fax Email Address

Proposal Preparer'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 $15.34/hour for employees that are provided comprehensive health care benefits, or $23.35/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.
5. Students who serve 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.

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 https://www.manchesterct.gov/Government/Departments/Purchasing/BIDS

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 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.

Proposal Preparer's Initials_____

State of Connecticut Department of Education
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____
Organization Name PR/Award Number or Project Name

_____
Name and Title of Authorized Representative(s)

_____ _____
Signature(s) Date

THIS FORM MUST BE RETURNED WITH ALL OTHER PROPOSAL PAPERWORK

Proposal Preparer's Initials_____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set-up in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Proposal Preparer’s Initials_____

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.

I/WE further agree to and are willing to adhere to the General Terms and Conditions as identified in the proposal documents.

Pricing submitted shall reflect net pricing. Any payment for travel time, mileage to and from any jobsite, and/or miscellaneous expenses, will not be allowed.

Pricing submitted using the attached spreadsheet associated with this proposal.

Signature_____ Date_____

Vendor_____

Proposal Preparer's Initials_____