



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

REQUEST FOR PROPOSAL FOR

**MANCHESTER PUBLIC SCHOOLS
ELEVATOR MAINTENANCE, REPAIR, AND EMERGENCY SERVICES REVISED**

RFP #024-005A

**PROPOSAL DUE:
FRIDAY, JUNE 14, 2024
10:00 A.M.**

**VIRTUAL OPENING
FRIDAY, JUNE 14, 2024
10:15 A.M.**

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

Proposal Preparer's Initials_____

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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

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

**ELEVATOR MAINTENANCE, REPAIR, AND EMERGENCY SERVICES REVISED
RFP #024-005A**

Manchester Public Schools (MPS) is requesting proposals for Elevator Maintenance, Repair and Emergency Services Revised. 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, June 14, 2024, 10:00 A.M.

**A mandatory pre-bid conference is scheduled for:
Tuesday, June 4, 2024 at 10:00 A.M.
The Grange, 325 Olcott Street, Manchester, CT**

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

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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.

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Timeframe and Directions for Submission

The contents of the proposals are outlined in the Content and Organization of Proposals sections. Proposals are to be submitted no later than Friday, June 14, 2024 at 10:00 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

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RFP. Any exception must be clearly delineated and cannot materially affect the substance of this RFP.

All Vendors shall submit the original and three (3) 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.

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General Terms and Conditions

1. The proposal and any addenda will be issued on the Manchester Public Schools' website at <https://www.mpspride.org/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 an 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

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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.

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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 Lindsey Boutilier, Director of Operations and Athletics
23. The contract shall be in effect from July 1, 2024 through June 30, 2025.

Insurance Requirements

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.

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.

- A. **Commercial General Liability:** With respect to the operations the Vendor performs and also those performed for it by subcontractors, the Vendor shall carry, and require each subcontractor to carry, Commercial General Liability insurance, including Contractual Liability, Products and Completed Operations, Broad Form Property Damage and Independent Contractors. See chart below or applicable minimum coverage amounts

If the Contract amount is between 0 and \$2,000,000:

- The Minimum Single Occurrence Amount required is \$1,000,000 and the Minimum Annual Aggregate Amount is \$2,000,000

If the Contract amount is between \$2,000,000 and \$10,000,000:

- The Minimum Single Occurrence Amount required is \$2,000,000 and the Minimum Annual Aggregate Amount is \$4,000,000

If the Contract amount is >\$10,000,000:

- The Minimum Single Occurrence Amount is \$4,000,000 and the Minimum Annual Aggregate Amount is \$8,000,000

- B. **Automobile Liability:** The Vendor/Insured shall maintain business auto liability covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the Project and/or services for all damages arising out of bodily injury to or death of all persons and/or injury to or destruction of property; in any one accident or occurrence. This policy shall not be subject to an annual aggregate limitation See chart above for applicable coverage amounts.

- C. **Worker's Compensation:** With respect to all operations the Vendor performs and all those performed for it by subcontractor, the Vendor shall carry, and require each subcontractor to carry, Worker's Compensation insurance as required by the laws of the State of Connecticut.

Employer's Liability insurance shall be provided in amounts not less than:

- \$500,000 per accident for bodily injury by accident;

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- \$500,000 policy limit by disease; and
- \$500,000 per employee for bodily injury by disease

D. **Owner's and Contractor's Protective Liability Insurance for and in the Name of the Town and/or State:** With respect to the Vendor's Project operations and also those of its subcontractors, the Vendor shall carry, for and on behalf of the Town and/or State for each accident or occurrence resulting in damages from bodily injury to or death of persons and/or injury to or destruction of property. See chart below for applicable minimum coverage amounts.

If the Contract amount is between 0 and \$2,000,000:

- The Minimum Single Occurrence Amount required is \$1,000,000 and the Minimum Annual Aggregate Amount is \$2,000,000

If the Contract amount is between \$2,000,000 and \$50,000,000:

- The Minimum Single Occurrence Amount required is \$2,000,000 and the Minimum Annual Aggregate Amount is \$4,000,000

If the Contract amount is >\$50,000,000:

- The Minimum Single Occurrence Amount is \$4,000,000 and the Minimum Annual Aggregate Amount is \$8,000,000

E. **Excess Coverage:**

For contracts valued under \$250,000, the vendor shall purchase and maintain excess or umbrella liability insurance with a limit of not less than \$1,000,000, covering all lines of insurance required by this contract.

For contracts with a value of \$250,000 or more, the vendor shall purchase and maintain excess or umbrella liability insurance with a limit of not less than \$5,000,000, covering all lines of insurance required by this contract.

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 Elevator Maintenance, Repair and Emergency Services

- Manchester Public Schools (MPS) is seeking proposals to secure a qualified vendor to provide preventive maintenance, repairs and emergency services to elevators and handicapped lifts as indicated in the following specifications. The contract will be awarded in total to one contractor for all elevators located throughout the school district.
- The Vendor shall comply with all applicable State and local laws, ordinances, regulations, and Building and Construction codes. Vendor shall pay all permits and licenses, inspection fees and charges associated with the performance of the work and related state inspections. During any work at any time on MPS property, vendors' personnel shall wear the appropriate protective equipment and gear.
- MPS is requesting monthly prices for regular maintenance contract. Regular maintenance shall include all cleaners, oils, lubricants and supplies needed to perform service and maintenance at all intervals specified. All repairs and parts shall be additional costs.
- Vendor shall perform all work as outlined in ASME A17.1-2013 Code for Elevators current edition. Vendor shall perform the work outlined herein and maintain the entire elevator equipment described, using trained and licensed personnel directly employed and supervised by the vendor. They will be qualified to keep the equipment properly adjusted and the vendor will use all reasonable care to maintain equipment in safe and proper operating condition.

Work shall include, but not limited to; examinations and preventative maintenance procedures, emergency call back service, maintenance of complete records, cleaning, lubrication, testing, adjusting, repairing, furnishing of replacement parts, including spares, furnishing of all equipment for recurring state inspection and testing as required by applicable codes.

The vendor shall maintain the efficiency, safety and speeds as designated by manufacturers of the equipment at all times, including acceleration, retardation contact speed in feet per minute, with or without a full load, and floor-to-floor, door opening and closing time.

A written Maintenance Control Program (MCP) for each elevator shall be installed on-site in each machine room or machine space. MCP shall include all maintenance, repair, replacement and testing records of such equipment.

Preventive maintenance to lifts should include, but not limited to, inspect lift mounting brackets and hardware and inspect the electrical system, check main lifting pivots, check platform movement, check ramp deployment, check all lubricating and hydraulic oils.

- The successful bidder will be required to perform regular maintenance at various time intervals as outlined below. The vendor's monthly bid price shall be all inclusive of the work required below.

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Bi-monthly inspection and maintenance - On a bi-monthly basis, one half of all elevators listed below shall be serviced each month. The vendor will examine, clean, and lubricate elevator parts, including oiling machinery, motor, interlocks, and controller, greasing or oiling guides, and minor adjustments as reasonably necessary at the time of maintenance. All hydraulic oil and gear oil shall be included as part of this maintenance. The vendor will provide all labor, lubricants, wiping cloths and other materials necessary to perform this work and properly maintain the equipment.

Semi-annual inspection and maintenance - The following items must be inspected, cleaned, or adjusted as necessary every six (6) months.

1. All valves including relief valves, pilot, lowering, leveling and check valves or any parts thereof.
2. V-belts, strainers, springs and gaskets.
3. Controller relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cable and components for the entire operating circuit.
4. Plunger, guide bearings, packing, and packing gland.
5. Guide rails and shoes.

Annual testing, inspection and maintenance - Annual safety testing including pressure test shall be in accordance with ASME A17.1-2013.

- The vendor shall make safety tests on all (including, but not limited to) safety devices, governors and relief valves, as required. Test shall be conducted as described in the latest American Standards Association Inspection Manual in the presence of the appropriate representative or his authorized agent. The vendor shall promptly correct any defects that may be found in testing and examining the safety devices. A written report of such tests shall be submitted to the Building and Grounds Department, 325 Olcott Street, within 15 days after each test is complete.
- All work is to be performed Monday through Friday, 8:00 a.m. to 5:00 p.m., except for designated holidays. All requests for service or scheduling of repairs must be made during this time period. The vendor shall respond and confirm the service call within one (1) hour and arrive on site within two (2) hours. Trapped passenger call-backs shall be answered within thirty (30) minutes and arrive on site within one (1) hour. Elevator shutdowns less than two (2) hours in duration are to be scheduled a minimum of forty-eight (48) hours in advance. Elevator shutdowns greater than two (2) hours in duration are to be scheduled a minimum of ninety-six (96) hours in advance. The vendor will perform all repair work in a manner that will cause the least interference with operation of the facility unless otherwise agreed upon between MPS and the vendor.
- Regular maintenance - Under the regular maintenance contract, up to twelve (12) emergency service calls and callbacks shall be included and covered during normal working hours.

Hourly rate - The hourly rate shall begin and end at the site where the service is requested (it is not portal to portal). No separate charges shall be allowed for travel time. The vendor shall

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be paid a minimum call out of two (2) hours per call. After the two (2) hours, the vendor shall bill in 15-minute increments. For example, if the service call is 2 hours 10 minutes, the vendor shall be paid for 2 ¼ hours. The vendor is to adjust their hourly rate to account for travel expenses should travel expenses normally be a component of the vendor's invoiced costs.

- The vendor agrees to accept full responsibility for the elevators and all elevator equipment, as they exist on the effective date of this agreement, and to leave them in a first-class operating condition on the termination date.
- Scheduling of work will be done through the Buildings and Grounds Department offices at (860) 647-3511.
- The vendor shall be responsible for the operation and maintenance of all current elevator phones. At every bi-monthly service visit, the vendor will test the elevator emergency telephone to verify they are in working order. If the telephone is found to be non-functioning, the vendor will report this to the Buildings and Grounds Department office at (860) 647-3511. Any battery changes needed or other corrective work necessary to allow the phone to function are also the vendor's responsibility. MPS will be responsible to supply and maintain the necessary phone line to the elevator equipment room and a jack if needed in the equipment room.
- All materials and parts used under this contract shall be elevator manufacturer's new parts or parts of equal and excellent quality. In the event that new parts are not available, the vendor must have the approval of the owner before using remanufactured or used parts. All elevators shall be maintained in first class operative condition.
- It is the responsibility of the vendor to remove and dispose of any used oil, filters, parts or hazardous materials from MPS properties in accordance with any State or Federal laws or regulations.
- MPS shall require a full month credit for any month in which the vendor does not perform the required bi-monthly elevator preventive maintenance service visit. Additionally, services not performed in any month may not be carried forward and/or made up and be performed in the following month. Vendor is advised to plan scheduling towards the beginning of the month instead of the end of the month to alleviate any unforeseen scheduling problems. If during the term of the contract the vendor repeatedly fails to provide the level of service specific or fails to comply with the terms and conditions of the bid, MPS shall have the right to terminate the contract.
- The term of this contract shall be for a period of one (1) year beginning from the date of the award. MPS reserves the right to extend this contract by mutual consent of MPS and the vendor at the same terms and conditions up to an additional three (3) one (1) year terms. For any extensions, the quoted prices shall be increased (or decreased) by the percentage of increase (or decrease) in the then current straight time hourly rate for Elevator Constructor Mechanics in the Manchester, CT area.

- The vendor is requested to provide pricing per month to perform all the work outlined in the bid specifications.
- MPS reserves the right to add equipment to, or remove equipment from the contract in response to changes in building occupancy, including closure or renovation.

Locations and inventory include (see attached spreadsheet for details):

Bennet Academy/Cheney Building	1151 Main Street	4 elevators, 3 chair lifts
Bowers Elementary School	141 Princeton Street	1 elevator, 1 chair lift
Buckley Elementary School	250 Vernon Street	1 elevator
Highland Elementary School	397 Porter Street	2 elevators, 1 chair lift
Illing Middle School	229 E Middle Turnpike	1 elevator, 1 chair lift
Manchester High School	134 E Middle Turnpike	2 elevators, 2 chair lifts
Martin Elementary School	140 Dartmouth Road	0 elevators, 1 chair lift
Verplanck Elementary School	126 Olcott Street	1 elevator
Waddell Elementary School	163 Broad Street	1 elevator, 1 chair lift

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**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	

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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. 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.

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Manchester Public Schools
45 North School Street
Manchester CT 06042

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:

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**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

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**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

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**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 _____

**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 _____

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.

Location	Regular Maintenance Costs
Bennet Academy Cheney Building 1151 Main Street	Bi-Monthly_____ x 6
Bowers Elementary School 141 Princeton Street	Bi-Monthly_____ x 6
Buckley Elementary School 250 Vernon Street	Bi-Monthly_____ x 6
Highland Elementary School 397 Porter Street	Bi-Monthly_____ x 6
Illing Middle School 229 East Middle Tpke	Bi-Monthly_____ x 6
Manchester High School 134 East Middle Tpke	Bi-Monthly_____ x 6
Martin Elementary School 160 Dartmouth Rd	Bi-Monthly_____ x 6
Verplanck Elementary School 126 Olcott Street	Bi-Monthly_____ x 6
Waddell Elementary School 163 Broad Street	Bi-Monthly_____ x 6
Price Quote Twelve (12) Elevators Ten (10) Chair Lifts	TOTAL \$_____

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Hourly Labor Charges

8:00 am to 5:00 pm	Mechanic	\$_____/hour
	Helper	\$_____/hour
5:00 pm to 8:00 am	Mechanic	\$_____/hour
	Helper	\$_____/hour
Weekends & Holidays	Mechanic	\$_____/hour
	Helper	\$_____/hour

Escalation

Should there be any extensions of this contract authorized by MPS, the monthly price, and hourly rates, stated above shall be increased (or decreased) by the same percentage as the increase (or decrease) in the then current straight time hourly rate for Elevator Constructor Mechanics in the Manchester, CT area. The current rate, including pension and welfare, at the time of this bid is \$_____ per hour.

Emergency Numbers

The vendor must supply a list of numbers for contacting personnel for emergency services:

Signature_____Date_____

Vendor_____

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