



Southbridge Public Schools  
Office of the Director of Finance and Operations

Request for Proposals  
For  
Substitute Teacher Staffing Services for the  
Southbridge Public Schools, RFP # 2017-01

Balance of FY2017 – 2019

**Proposals Due: February 22, 2017 @ 11:00 AM @ 25**  
**Cole Avenue, Southbridge, MA**

## **TABLE OF CONTENTS**

<b>1. General Requirements</b>	<b>Page 3</b>
<b>2. Technical Proposal Specifications</b>	<b>Page 4</b>
<b>3. Rule of Award</b>	<b>Page 14</b>
<b>4. Selection Process</b>	<b>Page 15</b>
<b>5. Company Information Form</b>	<b>Page 20</b>
<b>6. Non-Collusion Form</b>	<b>Page 22</b>
<b>7. Certificate of Authority</b>	<b>Page 23</b>
<b>8. Addenda Acknowledgement Form</b>	<b>Page 24</b>
<b>9. Price Proposal Instructions</b>	<b>Page 25</b>
<b>10 Price Proposal Form</b>	<b>Page 26</b>

**SOUTHBRIDGE PUBLIC SCHOOLS  
INVITATION TO SUBMIT  
REQUEST FOR PROPOSALS FOR  
SUBSTITUTE TEACHER STAFFING SERVICES  
BALANCE OF FY17 THROUGH FY19  
RFP # 2017-01**

The Southbridge Public Schools, as the issuing authority, invites sealed proposals for Substitute Staffing Services.

Proposal documents may be obtained from the Director of Finance and Operations, 25 Cole Avenue, Southbridge, MA 01550.

All proposals shall be submitted to Daniel F. Deedy, Director of Finance and Operations, 25 Cole Avenue, Southbridge, MA 01550. no later than **11:00 am on Wednesday, February 22, 2017.**

Security deposits will be required in the form of a bid bond, certified check or cashier's check, from a responsible bank, trust company, or insurance institution, in the amount of 5% of the total proposal price for the first contract year, payable to the Southbridge Public Schools.

The Southbridge Public Schools reserves the right to reject any or all proposals, or to waive any formalities or defects in any proposals, should it deem it to be in the best interest of the District. The Southbridge Public Schools may request additional information from selected vendors including an on-site interview.

This contract is subject to the Uniform Procurement Act, Massachusetts General Laws, Chapter 30B, Section 6, which is hereby incorporated by reference into this proposal.

Vendors are required to submit a "Company Resume" which will contain information relative to the organization of the bidder's substitute staffing services, including date of incorporation, organizational structure, headquarters, field offices, size, work force, management structure, and training programs.

The vendor shall possess and comply with all required and necessary licenses as may be specified by Federal, State and/or Local authorities, related to the handling of the products or services referred to in this RFP.

All sealed bids must be delivered to the School Business Office, Director of Finance and Operations prior to the Official Bid Opening, as stated above, at which time and place they will be opened in the presence of one witness. The bidder assumes the risk of any delay in the mail. Bids received after the Official Bid Opening will be returned unopened.

This is a non-exclusive contract. While the District will not employ any other private vendors, we reserve the right to employ substitutes at the local level where deemed appropriate at no cost or penalty to the District.

**SOUTHBRIDGE PUBLIC SCHOOLS  
SPECIFICATIONS FOR SUBSTITUTE STAFFING SERVICES**

**PURPOSE:**

The intent and purpose of this Request for Proposal is to establish a contractual price agreement for the performance of substitute staffing. The term of the contract to be awarded pursuant to this Request for Proposal shall be for a period of the balance of FY 2017, at or about March 15, 2017 through June 30, 2017 and then two (2) full years (FY2018 and FY2019). The contract award for FY2018 and FY2019 is predicated upon availability of funds. Also, this contract will be renewed assuming the selected vendor fulfills the performance targets here.

The contract shall be awarded to the most advantageous proposal, taking into account both non-price criteria and contract price. The Southbridge Public Schools expressly reserves the right to award a contract to a proposer other than the one offering the lowest contract price if it is determined to be in the District's best interest.

**SCOPE OF WORK:**

The Substitute Staffing Service, unless otherwise specified, shall provide day to day and possible long-term substitute teachers for substitute staffing services at the following Southbridge Public School facilities: Southbridge High School, Southbridge Middle School, Eastford Road School, West Street School, Charlton Street School, and Southbridge Academy.

**CONTRACT PERIOD:**

After determination of the successful vendor, the following contract shall be issued:

A contract for Substitute Teachers shall be issued for the balance of FY 2017, one (1) full year period commencing August 28, 2017 and ending June 30, 2018. This contract will be extended under the same terms and conditions for one (1) additional twelve-month (12) month periods through the end of FY 2019 at the sole discretion of the Southbridge Public Schools pending availability of funding.

**PROPOSAL SUBMISSION REQUIREMENTS:**

All proposals are to be delivered to the place specified and no later than the time specified.

Proposers shall submit five (5) copies in separate, sealed envelopes of the price and non-price proposals. The price envelope shall be clearly marked RFP #2017-01 Price Proposal and the technical envelope should be clearly marked RFP #2017-01 Technical Proposal. The substitute staffing service will be awarded within thirty days after the RFP opening and may be extended to forty-five additional days by mutual agreement between the Southbridge Public Schools and the vendors selected as finalists.

**MARKING OF ENVELOPES:**

The proposal must be filled out on the form prescribed and enclosed in a sealed envelope which shall be endorsed on the outside RFP [Substitute Teacher Staffing Services for the Southbridge Public Schools](#), RFP NO. 2017-01, as well as the name and addresses of the vendor. Please see below for documents to be submitted and technical proposal and pricing proposal.

Every proposal shall be accompanied by a bid deposit in the amount of five percent (5%) of the total first year price. The RFP deposit shall be in the form of a bid bond, certified check, treasurer’s check or cashiers check made payable to the Southbridge Public Schools.

**MODIFICATION OF RFP:**

A vendor may correct or modify a RFP by written notice received by the awarding authority prior to the time and date set for the RFP opening. RFP modifications must be submitted in a sealed envelope clearly labeled “Modification No. \_\_\_\_.” Each modification must be numbered in sequence, and must reference the original RFP.

After the RFP opening a vendor may not change any provision of the RFP in a manner prejudicial to the interest of the Southbridge Public Schools or fair competition. Minor informalities will be waived or the vendor will be allowed to correct them. If a mistake in the intended RFP is clearly evident on the face of the RFP document, the mistake will be corrected to reflect the intended correct RFP, and the vendor will be notified in writing; the bidder may not withdraw the RFP. A vendor may withdraw a RFP if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

**SUBSTITUTE STAFFING REQUIREMENTS:**

For the prospective provider to qualify for consideration, it is mandatory that the following requirements be met.

Provide evidence that the provider has engaged in the substitute staffing services, operating under the same business name and business organization structure and, performing the type of work described in your “Company Resume”, for minimum of five (5) years.

Provide the Southbridge Public Schools with a Performance Bond in the amount of one hundred percent (100%) of the highest yearly contract price prior to commencement of work and not later than fifteen (15) calendar days from notice of award. The Performance Bond shall be executed by a surety company acceptable to the Southbridge Public Schools and licensed by the Commonwealth of Massachusetts Division of Insurance.

Provide at least five (5) references that are satisfactory to the Southbridge Public Schools and will serve to illustrate the ability of your firm to act as the primary provider to accomplish substitute staffing services in accordance with this specification. All references used for this purpose shall be:

- public or private schools and public agencies that your firm has provided substitute staffing services for while serving in the capacity as the “primary” substitute staffing provider versus the sub-Staffing Agency.
- a school that you have maintained a contractual work agreement for accomplishing substitute staffing services on a minimum service schedule of five (5) days per week basis for a period of not less than twelve (12) consecutive calendar months no earlier than June 30, 2016. This account shall be one that has been invoiced at a minimum of \$250,000 during the aforementioned 12-month period.

References provided should be an account that meets the following conditions:

- satisfactory accomplishment of substitute staffing services equal to or greater than those specified for the five (3) Southbridge elementary schools, the High School and Middle School and alternative school (Southbridge Academy).

## **SPECIFICATIONS FOR PROVIDING SUBSTITUTE TEACHERS**

### **I. DESCRIPTION OF SERVICES**

#### A) General Requirements

The Southbridge Public Schools seeks RFPs from vendors to provide the services of substitute teachers to cover classes of professional teachers who are absent from work or involved in meetings or professional development activities. The successful contractor shall function as the manager of the Southbridge Public Schools substitute teacher program. In this capacity all substitute teachers working within the schools of Southbridge shall be employees of the vendor. The vendor shall supply to the Southbridge Public School substitute teachers to cover estimated 3,200 teacher days, to cover the classes of professional teachers and teacher aides who are absent from work due to emergency, for a short term, or for professional development activities or district related meetings. The vendor shall identify in detail the process to insure compliance with the specific requirements noted in Section B here.

#### B) Specific Requirements

1. All substitutes must have the minimum educational and/or experience requirements agreed to by the parties, which shall be attached to and made an essential part of this agreement. Exceptions may be made at the discretion of the District. The vendor should also identify estimated time to identify a pool of candidates and the timeframe for onboarding those candidates.
2. The vendor is required to perform criminal history (CORI) and other background checks, previous to their assignment to the Southbridge Public Schools. The Southbridge Public Schools will also require its own criminal history (CORI) and fingerprinting history.
3. The vendor hereby agrees to provide estimated 3,200 base teacher days for emergency short term, or for professional development related absences upon the terms and conditions hereinafter stated. The Southbridge Public Schools may utilize the total number of days provided for during the school year, but only in the school year for which they are provided. The vendor shall be prepared to provide additional teacher days, in excess of the Base Number of days, to the Southbridge Public Schools upon the terms and conditions hereinafter stated.
4. This is a non-exclusive contract. While the District will not employ any other private vendors, we reserve the right to employ substitutes at the local level where deemed appropriate at no cost to the district.
5. The vendor agrees that the principal of any school, his/her designee or district administrator shall have an absolute right to reject and refuse the assignment of a substitute teacher if, in his/her judgment said substitute teacher is unsatisfactory for any reason (except as prohibited by law). Notice that any substitute teacher assigned to a school is unsatisfactory shall be given to the vendor at least twelve hours prior to the beginning of the next scheduled workday. The principal shall cooperate with the vendor by providing specifics with regard to the issues that led to his/her judgment.
6. The District agrees that it will require all of its regular teachers, who may be absent, to notify their school principal. The parties shall agree to set the specific time of day by which the

principal of his/her designee must call to request substitute coverage. The times agreed upon by the parties to this agreement will be duly signed and approved by the parties, attached hereto, and herewith made an essential part of this agreement. Failure of a principal to comply with these provisions shall release the vendor from any requirement to provide coverage for that teacher. However, the vendor may, in good faith, attempt to provide coverage, including the late arrival of a substitute if acceptable to the principal, his/her designee of that school.

7. The vendor agrees that all of the substitute teachers whose services it shall provide in accordance with the terms and provisions of this agreement shall meet all of the specific criteria agreed to by the parties. Such criteria will be captured in writing, duly signed and approved by the parties to this agreement, attached hereto, and herewith be made an essential part of this agreement.
8. The Southbridge Public Schools agrees that substitute teachers provided in accordance with the terms and provisions of this agreement shall be required to perform all of the duties normally and usually performed by the absent teacher they are replacing. Substitute teachers shall not be required to perform any other duties not normally and usually performed by the absent teacher during the regular course of the particular school day for which he/she is substituting.
9. The vendor agrees that, wherever possible and feasible, it shall make every reasonable effort to provide the services of substitute teachers who, in addition to meeting all of the specific criteria set forth, will possess the specialized expertise, particular subject skills, and professional competence of the absent teachers whom they are replacing.
10. The vendor and the Southbridge Public Schools mutually agree that the vendor is the exclusive agent for supply of substitute teaching services in the Southbridge Public Schools, that the substitute teachers so provided are the employees of the vendor. Substitute teachers are not the employees of the Southbridge Public Schools; and the vendor assumes full and complete liability for the payment of all substitute teachers whose services it has supplied.
11. Vendor shall be responsible to provide adequate advertising means to recruit employees to serve as substitutes under this agreement. Vendor, from time to time, shall, conduct special advertising campaigns which will be launched in local newspaper publications. These campaigns may identify Southbridge Public Schools as the "end user" in order to attract those in the community who have an interest in the schools.
12. Vendor shall, from time to time, conduct recruitment drives, held at the school location, to identify additional substitutes, with interviews and orientations being conducted by Vendor personnel.
13. Vendor will contact all the identifiable substitutes currently providing services to Southbridge Public Schools to complete the requirements to become employees of the Vendor.
14. Vendor will conduct periodic recruitment drives and job fairs specific to meeting the needs of Southbridge Public Schools both on and off-site in order to ensure a continued supply of qualified candidates, and to replace turnover. Toward this end, Southbridge Public Schools shall cooperate with recruitment drive activity and make available to the Vendor any recruitment means it may enjoy due to its status that may not otherwise be available to other Vendor. These means may include access to community television, use of buildings, etc.



15. Vendor shall consider, and shall discuss with the Southbridge Public Schools, the option of hiring a core group of Permanent, or Building Based Substitutes to provide services to the Southbridge Public Schools, but the use of Permanent, or Building Based Substitutes is not a requirement.
16. SCREENING: Vendor shall apply the following criteria when evaluating candidates for substitute position.
- Telephone pre-screening to determine eligibility to apply
  - A face-to-face interview as to review their qualifications and determine presentation skills, appearance, etc.
  - Fully documented, positive references must be on file
  - Verification of prior employment history must be completed
  - A satisfactory criminal history is to be documented as well as national fingerprint background checks as in accordance to MA general laws
17. ORIENTATION: Vendor is to conduct orientation for all substitutes before they report to a school as a substitute. Orientation is to include:
- Relevant information about the school system and administrative procedures
  - Classroom Management
  - Lesson Plans
  - Student Attendance and Dismissal
  - Universal precautions
  - Reporting Child Abuse
  - Sexual Harassment
  - Completion of Daily Teaching Summary
  - Expectations for professional conduct (i.e., timeliness, dress, etc.)
  - Safety protocols as implemented at the Danvers Public Schools
  - Other issues as deemed appropriate by the Contractor and Southbridge Public Schools
18. The vendor agrees that it shall, from time to time, undertake to study and review the entire substitute teacher system and procedures as they exist within the school system with the objective of recommending improvements in said system and procedures.
19. The Southbridge Public Schools represents that it is not now and will not become a party to any agreement which, in any respect to any extent conflicts with any of the terms and conditions contained herein, or any bargaining agreement it has with the (Southbridge Educational Association). If any provision of this agreement shall be in conflict with such bargaining agreement, both parties agree to remove such provision. The removal of any such provision shall have no effect on the remainder of this agreement.
20. The Southbridge Public Schools hereby agrees to issue whatever reasonable instructions, communications, or regulations may be necessary to its regular teaching and administrative personnel in order to fulfill the purposes of this agreement.

21. No representation, promise, term, provision or condition shall be deemed made by either party to this agreement except such as are expressly set forth herein.
22. The vendor shall provide the Southbridge Public Schools with reasonable reports regarding substitute usage teacher absences, Base Teacher Days utilized or remaining, etc. The Southbridge Public Schools may request such reports be provided to it on a monthly, quarterly, semi-annual, or annual basis. The inability of the vendor to provide the specific report requested shall not constitute a breach of this agreement. However, the Contractor shall make a good faith effort to provide the Southbridge Public Schools with such reports, or a reasonable facsimile thereof. There is no compensation for snow days.
23. This agreement may not be modified, terminated, or discharged orally but only in writing and signed by duly authorized representatives of the parties.
24. Any modifications to this agreement shall be set forth in writing, which is duly signed and approved by the parties to this agreement, attached hereto and herewith made an essential part of this agreement.

### **EXAMINATION OF CONDITIONS**

The vendor will fully inform him/herself of the existing condition of sites where substitute work may be done over the life of the contract. Lack of knowledge or unfamiliarity after the RFP has been awarded will not be an excuse for non-compliance with the requirements of the specifications.

### **PROTECTION OF PROPERTY**

The vendor will take all precautions to protect the Southbridge Public Schools property from injury and be held responsible for all employees or any other person or person's instrument or device directly or indirectly employed by him/her. Any corresponding damage shall be replaced, repaired and paid for by the contractor to the satisfaction of the Southbridge Public Schools, its Receiver/Superintendent, Director of Finance and Operations, Director of Facilities and/or their agents.

### **QUALITY OF SUBSTITUTES**

Substitutes shall be expected to:

- Report on time, to the Main School Office
- Dress professionally – The dress code for substitute teachers shall state that jeans, shorts, sneakers, sleeveless shirts, T-shirts and sweatshirts are not acceptable. Men are expected to wear dress pants, shirt and tie. Women are not to wear short skirts (any more than 2" above the knees.) A professional appearance is always expected.
- Complete a Daily Teacher Summary describing the material covered with the students in both morning and afternoon sessions, as well as documenting special or unusual activities and student behavior issues. This summary is prepared in three copies – one each for the School's Main Office, the teacher who was replaced, and a record copy to be maintained by the vendor.

1. The vendor will have a qualified staff capable of providing the services to the satisfaction of the Southbridge Public Schools, its Receiver/Superintendent or their agents.
2. The Southbridge Public Schools may not pay the Contractor a fee if it decides to hire a substitute employed by the Contractor on a full or part-time basis during a contract, or within six months of the expiration or termination of such contract. The amount of the fee shall be negotiated at the time the School Department makes an offer to the substitute. The fee applies whether the job is for a definite or indefinite term. In the event such teacher is terminated at any time thereafter; contractor will have no obligation to refund the fee. In addition, the provisions above apply whether or not the substitute is hired for the same position as previously worked by such substitute. However, the provisions of this paragraph shall not apply to the employment on a full or part-time basis of a substitute who was previously employed by the Southbridge Public Schools as either a substitute or full-time teacher.
3. Vendor shall strive to satisfy the Southbridge Public Schools by ensuring reasonable standards of skill, integrity and reliability from substitutes. Contractor will be, liable for any loss, expense, damage or delay occurred from failure to provide a particular substitute for all or part of the booking period, nor from the negligence, dishonesty, misconduct, incompetence or ill health of the substitutes it provides.
4. The Southbridge Public Schools will supervise substitutes to ensure quality and satisfaction and reasonable workmanship. If the services provided are unsatisfactory, the client may terminate the assignment and shall promptly inform the contractor.
5. (a) Substitutes provided by the vendor are deemed to be under the direction and control of the Southbridge Public Schools from the time the substitute reports for duty until the assignment is over. The Southbridge Public Schools agrees to instruct and supervise the substitute and provide him or her with the same facilities and assistance afforded full-time members of the teaching staff. The Southbridge Public Schools further agrees to take all reasonable care to prevent injury or disease to the substitute, and to prevent damage to the substitute's property.  
  
(b) The Southbridge Public Schools will indemnify, defend and hold Contractor harmless from and against any and all costs, claims and liabilities incurred by Contractor as a result of the Southbridge Public Schools negligence, breach of statutory duty or broach of its obligations hereunder.
6. (a) Substitutes provided by Contractor are to be given not less than one break period per teaching day.  
  
(b) At no time should a substitute operate a school or personal vehicle to transport students.

### **INSURANCE COVERAGE**

Within five (5) days after award of this contract, and prior to the commencement of any work activity, the vendor shall deposit with the Southbridge Public Schools certificates from insurers clearly stating that the insurance policies required in the following paragraphs have been issued to the contractor. The certificate must be in a form satisfactory to the Southbridge Public Schools.

For the duration of this contract, evidence of said coverage shall be filed with the Director of Purchasing. Liability policies shall name the Town of Southbridge, Massachusetts, and the Southbridge Public Schools as an additional insured.

### **WORKER'S COMPENSATION**

The vendor shall, before commencing the contract, provide by insurance for the payment of compensation, and the furnishing of other benefits under Chapter 152 of the General Laws to all persons employed under the contract, and shall continue such insurance in force and effect during the term thereof. Statutory limits shall apply.

### **COMPREHENSIVE GENERAL LIABILITY INSURANCE**

The vendor shall carry Public Liability Insurance with an insurance company satisfactory to the Southbridge Public Schools as to save the Southbridge Public Schools harmless from any and all claims for damages arising out of bodily injury or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default, or omission or want of proper care, or misconduct on the part of the contractor or for anyone in his employment during the execution of the work. Minimum coverage shall be as follows:

Liability for bodily injury, including accidental death: \$1,000,000 for any one person and subject to the same limit for each person: \$1,000,000 on account of one accident.

Liability for property damage: \$1,000,000 on account of any one accident and \$1,000,000 on account of all accidents.

Automobile Liability Insurance: Procure and maintain during the life of this Contract Comprehensive Automobile Liability Insurance, including all owned, non-owned, and hired automobiles, covering bodily injury, including accidental death, with limits of \$1,000,000 per person, \$1,000,000 per occurrence and property damage insurance with limits of \$1,000,000 per occurrence.

The vendor shall not cancel, change or revise any insurance relating to this contract without at least 15 days' prior notice to the Director of Finance and Operations. Prior to the effective date of any such cancellation, the contractor shall take out new insurance to cover the policies so canceled and shall provide certificates stating that such insurance is in effect.

The vendor agrees to save, defend, indemnify and hold harmless the Southbridge Public Schools against any and all suits, claims or liabilities of every name, nature or description arising out of or in consequence of the acts of its agents, servants or employees, in the performance of the obligations under this contract or by reason of its failure to fully comply with the terms of this contract, such indemnity to run to the District's Officers, Agents and employees.

All proposals shall include the non-collusion form, tax compliance certificate and reference form, which are included in this request.

**AUTHORITY OF DIRECTOR OF FINANCE AND OPERATIONS AND AUTHORIZED AGENTS:**

All the services provided under this contract shall be done to the satisfaction of the Director of Finance and Operations or his authorized agent(s), who shall in all cases, determine the quality and acceptability of services rendered.

**SUB-CONTRACTING:**

The Staffing Agency shall not subcontract with an outside it's firm.

**INDEMNIFICATION:**

The Staffing Agency shall assume defense of and hold the Southbridge Public Schools and its agents and employees harmless from all suits and claims against them arising from use of any invention, patent right, material, labor or employment or from any act or omission or neglect of the Staffing Agency, his agent's employees in carrying on the work.

**LAW:**

The Staffing Agency shall conform to all requirements of law and those of all other public authorities relating to the methods or materials used, or the persons employed in the work.

**PROTECTION OF PERSONS:**

The Staffing Agency shall take all proper precautions to protect persons from injury, unnecessary interference or inconvenience. The Staffing Agency agrees to hold the Southbridge Public Schools harmless from any and all liability of every nature and description which may be suffered through bodily injuries, including death, to any person or persons, by reason of negligence of the Staffing Agency, his agents, or employees.

**PERSONNEL:**

The Staffing Agency shall use qualified personnel who are directly employed/supervised by the Staffing Agency. The Staffing Agency shall conduct a background investigation on all employees to ensure that they are of sound moral character, have no criminal background and are in possession of valid work papers. "Green Card" if required. All employees shall be carefully selected, well trained and motivated to do a good job. All employees must possess a Bachelor's Degree unless waived by the Director of Finance and Operations, the Payroll, Benefits and Human Resources Manager or their authorized agent(s).

**PAYMENT:**

The Staffing Agency will be paid on an invoiced basis. Weekly invoices will be processed through the school's accounts payable department and will be processed in a timely manner.

**LENGTH OF CONTRACT:**

The contract shall be for a period of the balance of Fiscal Year 2017 commencing on or about March 13, 2017 through June 30, 2017, one (1) fiscal year thereafter (FY2018) with an option for renewal for one (1) consecutive year thereafter (FY2019) at the mutual agreement between the Southbridge Public Schools and the Staffing Agency.

**CANCELLATION OF CONTRACT:**

The Southbridge Public Schools reserves the right to cancel and terminate the contract, in whole or in part, in the event that the services provided by the Staffing Agency prove to be unsatisfactory or it is determined to be in the best interest of the Southbridge Public Schools to do so.

**RULE FOR AWARD:**

The contract will be awarded to the responsive and responsible vendor who submits the most advantageous proposal, taking into account both non-price criteria and contract price which will be defined as the total for 2 and a half years. The Southbridge Public Schools will take into account the vendor's years of experience providing substitute teaching services, staff capacity, references and plan for providing the services as well as the proposal price. The Southbridge Public Schools expressly reserves the right to award a contract to a proposer other than the one offering the lowest contract price if it is determined to be in the Southbridge Public Schools best interest to do so. All finalists may be asked to participate in an onsite interview and will be evaluated, scored and ranked on predetermined criteria.

**CONTRACT DOCUMENTATION/AUTHENTICATION:**

The proposal response, together with the specifications, and the award letter signed by the Director of Finance and Operations, shall constitute the contract.

### **MINIMUM EVALUATION CRITERIA:**

Each proposal shall first be reviewed to determine whether or not the following minimum criteria have been met:

1. A completed and signed proposal signature form
2. A RFP deposit in the amount of five percent (5%) of the total first year price
3. A completed reference list form
4. A completed and signed Certificate of Non-Collusion and Tax Compliance form
5. Carry the required amount of insurance as shown by the insurance requirement enclosed herewith
6. Employee training plan
7. Resume of the company
8. Provide evidence that the Staffing Agency has engaged in the substitute staffing services operating under the same business name and business organization structure and performing the type of work described in your company resume, for a minimum of five (5) years.
9. Provide evidence that the Staffing Agency maintained a contractual work agreement for substitute staffing services on a minimum service schedule of five (5) days per week basis for a period of not less than twelve (12) consecutive calendar months no earlier than 2016.

### **COMPARATIVE EVALUATION CRITERIA:**

Each proposal that has met the Minimum Evaluation Criteria shall be rated according to the following Comparative Evaluation Criteria:

#### **Experience of the Staffing Agency:**

**Highly Advantageous** – The Staffing Agency has superior and proven experience in the area of substitute staffing of public or private schools at the elementary and secondary level for 10 years and is able to furnish references of the schools that they are presently servicing, or have serviced within the last ten years.

**Advantageous** – The Staffing Agency has engaged in the field of professional substitute staffing services of public or private schools at the elementary and secondary level for five to seven years and demonstrated ability to perform the contracted services required by these specifications. Demonstrated ability shall be established by current or recent references of substitute staffing jobs similar in size and scope of work to be performed pursuant to this contract.

**Not Advantageous** – The Staffing Agency does not have adequate experience in the substitute staffing of public schools or equivalent and is unable to furnish references.

#### **Availability of Staff:**

**Highly Advantageous** – The Staffing Agency will have staff available on short notice to respond to emergency situations. The Staffing Agency will have a minimum eighty (80) available personnel, and will utilize fill-in staff in the event of an employee absence. The Staffing Agency will have a large number of personnel residing in Massachusetts. The Staffing Agency will have the ability to regularly recruit, screen and hire in Massachusetts.

**Advantageous** – The Staffing Agency will have staff available on short notice to respond to emergency situations. The Staffing Agency will have up to sixty (60) available personnel and will utilize fill-in staff in the event of any employee absence. The Staffing Agency will have a large number of personnel residing in New England. The Staffing Agency will have the ability to regularly recruit, screen and hire in New England.

**Not Advantageous** – The Staffing Agency does not have staff available on short notice to respond to emergency situations. The Staffing Agency is unable to provide fill-in staff in the event of employee absence. The Staffing Agency will not have personnel residing in New England. The Staffing Agency will not have the ability to regularly recruit, screen and hire in New England.



**II CONTRACT QUALIFICATION DATA:**

1. List the exact name of your firm.

\_\_\_\_\_

2. How many years has your firm been in business under its present business name and business organization structure?

\_\_\_\_\_ years

3. How many years has your firm been regularly and actively engaged in the substitute staffing service, performing the type of work described in paragraph 2 of the specification "Scope of Work"?

\_\_\_\_\_ years

4. Please describe in detail your recruitment and onboarding process and the timeline to complete said process.

5. Indicate below at least five (5) references that will serve to illustrate the ability of your firm to act as the primary Staffing Agency for the contract and who conform to the requirement(s) for references as stated in this specification:

Client Name and Address

Contact Person & Tele. No.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TOWN OF SOUTHBRIDGE  
SOUTHBRIDGE PUBLIC SCHOOLS**

**CONTRACT AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between the Southbridge Public Schools without personal liability for the members thereof herein called “The District” and \_\_\_\_\_ herein called “The Vendor”: and witness that the District and the vendor for the consideration hereinafter named agree as follows:

Article I. Scope of Work

The vendor shall provide the services of substitute teachers to cover classes of professional teachers who are absent from work.

Article II. Contract Documents

The following are incorporated herein by reference as if specifically set forth herein and together with this agreement shall constitute the contract.

Invitation to RFP dated \_\_\_\_\_.

Article III. Time of Completion

The work to be performed under this contract shall commence by arrangements after executed contract is delivered to the Vendor and shall be faithfully executed from day to day thereafter and completed in its entirety.

For Year One, partial year, by June 30, 2017  
For Year Two, by June 30, 2018  
For Year Three, by June 30, 2019

Contract years two and three subject to annual appropriation.

Article IV. Contract Price

The District shall pay the Vendor for full performance of the contract, the price named in the RFP for Teacher Days and a Daily Charge for Excess Substitute Teacher Days.

Article V. Required Terms

This contract shall be considered to include all terms required to be included in it by Massachusetts General Laws, as amended, as though such terms were set forth in full herein.

In Witness whereof, the parties hereto have set their hands and seals, the Southbridge Public Schools, by its Receiver/Superintendent of Schools, who, however, incur no personal liability by

reason of the execution hereof of anything herein contained, and the Vendor, both in triplicate, as of the day and year above stated.

Southbridge Public Schools

By \_\_\_\_\_  
Dr. Jessica Huizenga, Receiver/Superintendent

Vendor

By \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT**

By execution of the R.F.P./contract/ documents, the Vendor and all of its principals and owners (and owner's agents) certifies under penalties of law that they are not presently debarred, suspended or otherwise ineligible for the award of any contract by any governmental body (i.e. city, town, govt. agency) within and including the Commonwealth of Massachusetts and the Federal Government; and that all subcontractors used in the performance of this contract meet these same qualifications.

Questions regarding the R.F.P. document, submission requirements or evaluation procedures can be directed to Mr. Daniel Deedy, Director of Finance and Operations, by e-mail at [ddeedy@southbridgepublic.org](mailto:ddeedy@southbridgepublic.org).

**TO BE RETURNED WITH TECHNICAL PROPOSAL**

PROPOSAL To the Southbridge Public Schools, herein called the Owner, acting through its Director of Finance and Operations, for the purchase of [Substitute Teacher Staffing Services for the Southbridge Public Schools](#)

Proposer's attention is called to Chapter 268A of the Massachusetts General Laws. In connection with this statute, proposers are required to submit the following information and any other information deemed necessary by the proposer. All of the following information regarding the Proposer must be completed:

Please indicate business type by placing an X next to the appropriate category:

Corporation  Partnership  Proprietorship

If a Corporation  
Full Legal Name \_\_\_\_\_

State of Incorporation \_\_\_\_\_

If a Partnership  
Full Legal Name \_\_\_\_\_

If a Proprietorship/Individual  
Name of Owner/Individual or d/b/a \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Place of Business in Massachusetts \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Ext. \_\_\_\_\_

Qualified to do business in Massachusetts  YES  NO

Give full names and titles of all the persons and parties interested in the foregoing proposals. (Note: give first and last names in full; in cases of corporations, give names of President, Treasurer and Manager; and in cases of partnerships give names of the individual partners.)

Name	Title
_____	_____
_____	_____
_____	_____

---

A foreign corporation is required to submit its' certification of corporation from the Massachusetts State Secretary's Office, as required by chapter 181 of the Massachusetts General Laws.

**TO BE RETURNED WITH TECHNICAL PROPOSAL**

**NON-COLLUSION FORM**

Proposal – Substitute Teacher Staffing Services for the Southbridge Public Schools

If this proposal shall be accepted by the Owner, and the undersigned shall fail to contract as aforesaid within ten (10) days (not including Saturday's Sunday's or Legal Holiday's) from the Owner to him, according to the address given herewith, that the contract is ready for signature, The Owner may by option determine that the Proposer has abandoned the contract and thereupon the proposal (if required) shall become the property of the Owner as liquidated damages.

Pursuant to M.G.L. Chapter 62C, section 49A, I/we certify under the penalties of perjury that to the best of my/our knowledge and belief, I/we have filed all state tax returns and paid all state taxes required under law.

The undersigned certifies under penalties of perjury that this proposal is made in good faith and is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned certifies that no official or employee of the Southbridge Public Schools or the Town of Southbridge, Massachusetts is peculiarly interested in this proposal or in the contract that the Proposer offers to execute or in profits expected to arise therefrom.

The undersigned as Proposer declares that the only parties interested in this proposal as principals are named herein; that the Proposer has carefully examined the specifications therein referred to; and they propose and agree that if this proposal is accepted they will contract with the Owner in accordance with the specifications, to provide all necessary work to be done and also furnish all the materials specified in the manner and time prescribed and according to the requirements as set forth; and that they will take in full payment the sum(s) as offered in this bid.

\_\_\_\_\_  
Social Security Number or  
Federal Identification Number

\_\_\_\_\_  
Type Name of Person Signing Bid

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
City, State, Zip

**TO BE RETURNED WITH TECHNICAL PROPOSAL**

**CERTIFICATE OF AUTHORITY**

**At a duly authorized meeting of the Board of Directors of the**

\_\_\_\_\_ held on \_\_\_\_\_  
(Name of Corporation) (Date)

it was VOTED that:

\_\_\_\_\_ (Name) \_\_\_\_\_ (Officer)

of this company, be and he/she hereby is authorized to execute contracts and bonds in the name, and on behalf of, said company, and affix its corporate seal hereto; and such execution of any contract or obligation in this company's name on its behalf by such

\_\_\_\_\_ under seal of the Company, shall  
(Officer)

be valid and binding upon this company.

A True Copy,

ATTEST: \_\_\_\_\_

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

PLACE OF BUSINESS: \_\_\_\_\_

\_\_\_\_\_

DATE OF THIS CONTRACT: \_\_\_\_\_

I hereby certify that I am the \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Corporation)

\_\_\_\_\_ and that \_\_\_\_\_  
(Officer/Name)

is duly elected \_\_\_\_\_ of said company; and the above vote has not  
(Position/Title)

been amended or rescinded and remains in full force and effect as of the date of this contract.

CORPORATE SEAL:

\_\_\_\_\_  
Clerk's Signature

\_\_\_\_\_  
Clerk's Printed Name

**TO BE RETURNED WITH TECHNICAL PROPOSAL  
SOUTHBRIDGE PUBLIC SCHOOLS  
OFFICE OF THE DIRECTOR OF FINANCE AND OPERATIONS**

**REQUEST FOR PROPOSALS FOR:**

**SUBSTITUTE TEACHER STAFFING SERVICES FOR THE SOUTHBRIDGE PUBLIC SCHOOLS**

**Addenda Acknowledgement**

**PROPOSAL SUBMISSION DATE: Wednesday, February 22, 2017 @ 11:00 AM**

The proposer acknowledges receipt of the following addenda:

Addenda # \_\_\_\_\_

Addenda # \_\_\_\_\_

Addenda # \_\_\_\_\_

Addenda # \_\_\_\_\_

**-- OR --**

None: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Company Name (Please Type)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
(Date)



## **PRICE PROPOSAL INSTRUCTIONS**

### **PROPOSAL PRICING**

Proposers must submit pricing to cover all of the required services listed in this RFP.

Proposal pricing (i.e. monthly substitute teacher prices) must include the cost of monthly costs, inclusive of all applicable employee costs and markup.

Proposers must submit pricing for all required items listed on the Price Proposal Form. Do not leave any item blank.

**FORM OF GENERAL RFP**  
**RE: SUBSTITUTE TEACHER SERVICES**  
**TWO AND HALF (2 ½) YEAR CONTRACT**

TO: SOUTHBRIDGE PUBLIC SCHOOLS  
SOUTHBRIDGE, MA 01550

RFP NO: 2017-01

- A. The undersigned proposes to furnish estimated 3,200 teacher sub days, all in accordance with the accompanying specifications, for the annual contract price specified below. This RFP proposal DOES NOT include long-term substitute assignments.
- B. This RFP includes addenda numbered \_\_\_\_\_
- C. This proposed contract price is for:

**1. TEACHER DAYS**

First Year -- Partial Year, March 2017 through June 2017  
Daily rate of \$90.00 + \$\_\_\_\_\_ markup = \$\_\_\_\_\_ per day

Second Year  
Daily rate of \$90.00 + \$\_\_\_\_\_ markup = \$\_\_\_\_\_ per day

Third Year  
Daily rate of \$75.00 + \$\_\_\_\_\_ markup = \$\_\_\_\_\_ per day

Two and Half Year Grand Total      \$ \_\_\_\_\_  
Basis for award = Lowest two and half (21/2)  
year total

The Southbridge Public Schools has the right to increase the daily rate of \$90.00 as it feels necessary to adequately compensate and retain substitute teachers for the district without the Financial Markup rate changing.

**NOTE: Actual costs for years two and three shall be based upon an adjustment number of Teacher Days, at a rate (\$) corresponding to that which is recorded above.**

**2. EXCESS SUBSTITUTE TEACHR DAYS: DAILY CHARGE**

FIRST YEAR (Partial Year)      \$ \_\_\_\_\_ PER DAY

SECOND YEAR      \$ \_\_\_\_\_ PER DAY

THIRD YEAR      \$ \_\_\_\_\_ PER DAY

---

(NAME OF GENERAL RFP)

---

(NAME OF PERSON SIGNING RFP-PLEASE PRINT)

---

(NAME)

(SIGNATURE)

---

(TITLE)

(DATE)

---

(BUSINESS ADDRESS, CITY, STATE, ZIP CODE)

**PRICE ESCALATION CLAUSE**

Prices offered by the proposer must be firm and not subject to increase during the term of the contract. Price escalation clauses over and above the total submitted proposal price(s) are not allowed. Only the total proposal price(s) will be accepted. Proposers cannot insert/include a statement indicating their price(s) will increase during the life of this contract above or beyond their submitted proposal price(s) due to third party actions or unnamed contingencies. Inclusion of an escalation clause of any kind will result in the rejection of your proposal.