

Norwalk Public Schools

125 East Avenue

Norwalk, CT 06851

Request for Proposals

For:

Substitute Staffing Services

October 10, 2019

Proposal Opening Date: October 30, 2019

Proposal Opening Time: 2:00 p.m.

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# OVERVIEW

Norwalk Public School System is the sixth largest school district in the state of Connecticut with more than 11,000 students in 19 schools (27.7 square miles). There are 12 elementary schools, four middle schools, two high schools, and one pre-school. Norwalk Public School administrative offices are located at 125 East Avenue, Norwalk, CT 06852.

A list of our facilities is attached for information only. **These sites are not to be visited or contacted under any circumstance**.

All questions and correspondence should be emailed to Karen Bartron, Purchasing Agent for Norwalk Public Schools at: bartronk@norwalkps.org.

1. **GENERAL INFORMATION AND PROPOSAL SUBMISSION REQUIREMENTS**
2. Norwalk Public Schools (NPS) is soliciting comprehensive proposals for Substitute Staffing Services from qualified firms.
3. Proposals are to be submitted in writing and addressed as listed below:

**No later than 2:00p.m. on October 30, 2019**

**Karen Bartron**

**Purchasing Agent**

**Norwalk Public Schools**

**125 East Avenue**

**Norwalk, CT 06851**

**RFP for Substitute Staffing Services**

Proposals submitted on any other form will not be accepted as valid proposals. It is the sole responsibility of the Vendor to insure that the proposal arrives on time at the designated place. Please submit one original and two copies of your response. All attachments and information requested must be included, such as:

* + Implementation Plan
	+ Samples of contract terms and conditions, monthly usage reports, and invoice format
	+ Customer Satisfaction Guarantee
	+ Awards
	+ Brochures
	+ Corporate profile
	+ Quality Assurance
	+ Response to all questions within this request
	+ Bid Bond/Guarantee for ten percent (10%) of total bid price
1. Responses to the RFP submitted shall be made only on copies of the RFP forms, which accompany this request.  Return the number of RFP Forms specified: one (1) mustbe an **ORIGINAL**; two (2) additional to be **EXACT COPIES and One e-copy in Word format.**  Responses shall be submitted in a clear, concise and legible manner so as to permit proper evaluation of responsive RFP’s. Responses – using the **PROPOSAL RESPONSE FORM** contained herein - are to be in a **sealed envelope**.
2. The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the services requested. The criteria listed in this RFP will become part of the final contract. The person signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the delivery period requested.
3. Each prospective vendor **must subscribe** to the notification feature in the Department of Administrative Services website and/or the City of Norwalk Purchasing notification in order to receive any addendums or other materials related to the Request for Proposal.

State of CT, Department of Administrative Services (Biznet): <https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2>

 City of Norwalk:     <http://www.norwalkct.org/bids.aspx>

1. NPS reserves the right to reject any or all proposals and to waive any requirements, irregularities, technical defects, etc. when it is deemed to be in the best interest of the NPS.
2. All proposals submitted in response to this RFP must remain firm for sixty (60) days following the proposal deadline. Awards will be made after a study of each complete proposal. The time for award may be extended up to 30 additional days by mutual agreement between Norwalk Public Schools and the responsible and responsive vendor. The response to the RFP must encompass all areas of requirements. Proposals that are unclear in the district’s opinion will not be considered. Norwalk Public Schools reserves the right to reject or accept any proposal and to waive any formalities, omissions, excess verbiage, or technical defects in any proposal. NPS reserves the exclusive right to determine whether or not a proposal meets or exceeds the stated specifications.
3. The District also reserves the right to require a modification of the contract terms at any time and to select the vendor who submits other than the lowest proposal if, in the opinion of Norwalk Public Schools, the selection will meet the best interest of the District.
4. BID BOND AND PERFORMANCE BOND REQUIREMENTS:

All proposers shall submit with their proposal, a bid guarantee for ten percent (10%) of the total bid price in the form of a firm commitment such as a bid bond, certified check, cashier’s check, or postal money order. Bid guarantee will be returned to the unsuccessful bidder after award of the contract.

All bidders must present evidence, from a bonding company authorized to do business in Connecticut, that a performance bond may be obtained in the full amount of their submission. Norwalk Public Schools may elect to accept and hold a cashier’s check in lieu of the performance bond.

1. INDEMNITY

Unless otherwise provided by law, the Contractor will fully and completely indemnify and hold harmless NPS against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property that NPS may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees. These provisions shall also include any liability, which may result from a workers compensation claim or resulting third party action against NPS.

1. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting for work to be performed related to this request, in whole or in part, and any other interest in conjunction with the School’s procurement shall not be permitted without the express written consent of NPS.

1. AVAILABILITY OF FUNDS

Any contract award associated with this RFP is contingent upon the availability of funding to NPS. If funds for the continued fulfillment are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then Norwalk Public Schools will have the right to terminate the Contract at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. NPS will provide at least thirty (30) days advance written notice of such termination and will use reasonable efforts to ensure appropriated funds are available. In the event that funds are not available, any agreement resulting from this RFP shall become null and void.

1. **Insurance**

Prior to the commencement of any work and no later than ten (10) days after notice of award of the contract, the successful Contractor shall submit to Norwalk Public Schools evidence of insurance demonstrating that the contractor has coverage for Workmen’s Compensation Insurance, Liability, Property Damage, and Automobile/Truck insurance with the minimum limits of liability set forth herein. Certificates of insurance shall contain a provision that such policies shall not be cancelled or permitted to expire until at least thirty (30) days prior written notice has been provided to Owner. Further, owner shall be named as an additional insured. **Proof of insurance must accompany this proposal.**

1. **Worker's Compensation Insurance** shall not be written for less than the statutory limits and shall include Employer's Liability Insurance at a limit of not less than Five Hundred Thousand Dollars ($500,000); $500,000 disease, policy limit; $100,000 disease, each employee;
2. **General Liability Insurance** shall be insured at a limit of not less than One Million Dollars ($1,000,000) for each occurrence and Two Million Dollars ($2,000,000) for total aggregate liability; additionally, shall be insured with an umbrella coverage not less than One Million Dollars ($1,000,000).
3. **Property Damage Insurance** shall be written at a limit of not less than One Million Dollars ($1,000,000) for each occurrence and One Million Dollars ($1,000,000) for each aggregate liability; and
4. **Professional Liability Insurance** shall be at a minimum of $2,000,000.

Such insurance or renewals or replacements thereof shall remain in force during the term of the contract and any extensions;

* Respondent is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements, and collective bargaining laws if applicable;
* Confidentiality: In accordance with all applicable laws, regulations, and procedures, the Respondent and substitute teacher/support staff personnel provided by the Respondent shall maintain strict confidentiality of all information and records which the Respondent or substitute teacher/support staff personnel provided by the Respondent may come in contract with or be privy to in the course of providing services.
* Per Hourly/Daily rate must include all labor, travel, and miscellaneous expenses
necessary to complete substitute services. No additional fees may be charged.
1. **SCOPE OF WORK**
2. **PURPOSE**

The Norwalk Public Schools ("District") is seeking proposals from qualified respondents (“Contractors”) as follows:

1. **SCOPE OF SERVICES**

The District is currently seeking proposals from qualified Contractors that provide the service of managing, operating, and employing Substitute Teacher and Substitute Paraprofessional Staff.

We are considering outsourcing in an effort to improve efficiencies and increase substitute teachers fill rate, opportunity to collaborate with a vender that offers comprehensive services to substitute teachers and para-professionals associated with hiring and development in order to provide substitutes that are knowledgeable and equipped to meet the demands of the District.

The Contractor will be required to employ and to provide all management, personnel, and employment services to the District including, but not limited to, training, employment, financial, tax withholding, workers’ compensation, insurance, social security, management and oversight for the staffing of Substitute staff and shall provide the District with a firm fixed fee per employee provided. The successful Proposer shall furnish all necessary resources, including but not limited to management and personnel, required background investigations, training programs, support, equipment and materials to provide and implement a program to provide Substitute Staffing for the District. Norwalk Public Schools desires to appoint a firm or firms whom will be responsible for providing qualified substitutes for all teaching and support staff to fill positions on an as-needed basis at the request of the District. It is the Board’s desire that all employees currently hired as substitutes by the Board be offered employment by the successful proposer. The District wants to ensure that competent substitute employees are available to staff the schools when permanent employees are not available to perform their duties and responsibilities. The District reserves the right to limit services to a specific position, grade level or school building.

The District may request that any employee be/not be assigned to the District for any reason at any time upon written notification to the contractor. The contract term will be a period of three (3) years, with an option for two (2) one year extensions at the District’s discretion, not to exceed five (5) years. Extensions are subject to the availability and appropriation annually of sufficient funds by the Board of Education and in accordance with applicable law.

**Required Minimum Staffing and Wages:** The Contractor will supply sufficient trained and qualified per diem substitutes on an “as-needed” basis throughout the school year.

The district current pay rates for substitutes is $100/day and $242/day for long-term substitutes.

Last school year, our substitute full rate was approximately 83%. We would expect an outsourced firm to exceed this rate. Please see the attached schedule for actual costs and fills of the 2017/2018 school year.

The Contractor acknowledges that the needs of the District may increase or decrease during the school year(s) and agrees to meet the ongoing District staffing needs. Said substitutes shall be employees of the Contractor, who shall be responsible for all payroll taxes and benefits.

The Contractor will establish the Terms and Conditions under which any employee of the Contractor will be hired. The Contractor will have the sole responsibility to compensate its employees, including all applicable taxes and workers compensation. Optional health benefits may be offered to the employees at their expense. All Contractor employees will comply with all rules, regulations and Policies of the District. Employees of the successful Contractor must be thoroughly trained, qualified, and capable of performing the work assigned to them.

The District or its authorized representative will have the right to require the assignment of Contractor employees for unsatisfactory performance or those that conduct themselves in a manner which is detrimental to the physical, mental or moral well-being of students, staff and faculty, as determined by the District, provided the demand to do so is submitted in writing to the Contractor. Actual discharge or termination of employment of any employee of the Contractor will be in compliance with all applicable laws of the State and Federal Government. With regards to the Contractor’s employees, the Contractor will comply with and do the following:

* 1. Comply with all applicable Federal and State laws, rules and regulations, including, but not limited to, wages and hours of employment requirements.
	2. All Contractor employees must complete a background check as required by the CT Department of Education and be compliant with CT Act 16-67 prior to beginning employment.
	3. The Contractor will ensure that all employees have submitted a completed, signed and dated federal form I-9. In addition, the Contractor will ensure the documents submitted as part of the I-9 requirements are valid.
	4. Each substitute employee must be in possession of any and all valid licenses needed in compliance with the state regulations pertaining to Public School employment or other applicable State and federal codes. Before any employee can work in the District, they must be qualified as stipulated in the specifications.
	5. Substitute teacher and substitute paraprofessional staff will perform the tasks in accordance with the District policy.
	6. The awarded Contractor will have the sole responsibility to compensate its employees, including all applicable employer taxes and workers’ compensation. All Contractor employees will comply with all rules, regulations and Policies of the District.
	7. Employees of the Contractor must be thoroughly trained and qualified, and capable of performing the work assigned to them. Employees must be able to effectively communicate with the staff and students.
	8. Employees of the Contractor shall have annual training in preventing Sexual Harassment and Child Abuse & Neglect and Harassment, Intimidation and Bullying (HIB) and any other training the District deems necessary or is required by the Connecticut Department of Education for school staff.
	9. District administration may conduct face to face interviews with the Contractor’s proposed candidates for employment prior to the assignment to the District.
	10. The District or the authorized representative shall have the right to demand the assignment or non-assignment of unsatisfactory employees of the Contractor, provided this demand is submitted in writing to the Contractor. Actual discharge of employment of an employee of the Contractor shall be in compliance with all applicable laws for the State of CT.
	11. All personnel will be in good physical and mental condition and of good moral character. This includes all personnel being up-to-date on all screening tests, including but not limited to, tuberculosis testing (TB). Each shall be professional, courteous, and capable and must have the ability to effectively communicate with staff and students in the English language.
	12. All personnel will report to work in appropriate professional dress and demeanor.
	13. Contractor’s employees operating under the contract awarded shall comply with all regulations, guidelines, and policies prescribed for employees of Boards of Education under the provisions of CT State law and Board policy.
	14. The District Administration shall have the right to determine whether any particular person employed by the Contractor may or may not be assigned to the District. If the District determines that any person to be unsatisfactory, for any reason whatsoever, it may require that the Contractor not assign such person from services directly related to this contract.

**Organization and Reporting Relationships:** The Contractor will report to the District’s designee. As the Contractors staff will have a dotted line reporting relationship with District personnel, including building principals, they must work together as a team. This reporting relationship is for communication and coordination and is not intended to create an employer and employee relationship between the Contractor’s staff and the District. Nothing contained herein shall constitute an employer/employee relationship between the District and the Contractor or the Contractor’s employees.

**Responsibilities of the District shall be:**

* Reserves the right to interview any potential candidate for temporary placement to determine their ability to perform required services
* Provide all necessary supplies, equipment and work space for substitute teachers and substitute support staff; and
* Reserves the right to accept or reject any individual provided by the contractor at any time.

**Responsibilities of Respondent to include, but not limited to:**

* Provide sufficient, competent, reliable and properly licensed certified and non-certified personnel to provide adequate and satisfactory services under the contract
* Provide Substitute staff as needed
* Require all Substitute staff be fingerprinted prior to accepting temporary assignment
* Conduct criminal background checks and verification that the Substitute staff do not appear on any Sex Offender Registry, be compliant with CT Act 16-67, or have any other recorded violation that would disqualify the substitute from public employment, prior to accepting the assignment;
* Must provide automatedreporting/billing system, daily staff coverage, as well as keycontact person(s) andback-up contact person;
* In cases where special licenses or accreditations or certifications are required by State, Federal, and/or local law, statute, regulation, or District Policy, Respondent is required to provide a copy upon request to the District;
* If requested, provide references and resumes on individual substitute support staff and teachers;
* Respondent is solely responsible for payment of all salaries, wages, bonuses, Social Security, Workers' Compensation, taxes, Federal and State Unemployment Insurance, Liability and Workers' Compensation Insurance, employee benefits, and any and all taxes related to personnel furnished under FICA, (taxes shall provide Workers' Compensation for its personnel);
* Respondent is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements, and collective bargaining laws if applicable;
* Confidentiality: In accordance with all applicable laws, regulations, and procedures, the Respondent and substitute teacher/support staff personnel provided by the Respondent shall maintain strict confidentiality of all information and records which the Respondent or substitute teacher/support staff personnel provided by the Respondent may come in contract with or be privy to in the course of providing services.
* Per Hourly/Daily rate must include all labor, travel, and miscellaneous expenses
necessary to complete substitute services. No additional fees may be charged.

Conduct

The Respondent and the substitutes provided by the respondent shall adhere to proper conduct at all times. Proper conduct is meant to include, but not limited to the following:

1. There shall be no weapons, drugs or alcohol on the premises.
2. No smoking on the premises.
3. No exterior doors are left opened or unlocked.
4. The Respondent and substitutes provided by the respondent shall be polite and courteous at all times.
5. Respondent and substitutes provided by the respondent must adhere to any and all security standards, requirements and/or regulations of each school and school district.
6. **QUALIFICATIONS OF RESPONDENTS**
7. Description of Company background. Respondent should preferably have at least five (5) years of experience providing substitute teacher and substitute paraprofessional services to public school districts.

2. Respondent should demonstrate experience with school districts of similar size as Norwalk Public Schools in terms of student enrollment and number of teaching staff members. Respondent should have at least ten (10) references from public school district clients, three (3) of which are in the state of Connecticut who are currently being provided substitute teacher and substitute paraprofessional services by Respondent.

3. Information detailing successful placement/fill rates to include the processes/strategies, systems and best practices to accomplish these actions. Confirm whether your Company will hire substitutes currently employed by the District.

4. Invoicing should be done in a manner that will facilitate comparingsubstitutes provided with school attendance records. Describe how you will do this.

 5. Description of hiring, credentialing, training and evaluation process.

* Describe the Company's hiring and credentialing process;
* Give a detailed explanation of your training program for all newly hired and transitioning substitute teachers and substitute paraprofessionals;
* Describe how you currently evaluate your staff. Include details on the frequency of feedback and observations, the rubrics used in evaluations as well as who is conducting evaluations/managing the feedback cycle for substitutes; and
* Describe the disciplinary process should a staff member no longer be a fit for the Norwalk Public Schools.

 6. Description of transition process from the District to your company's program. Include:

1. Software transition and timeline
2. Training district teachers & substitutes
3. Training building personnel

7. Describe any web based personnel management software that will facilitate the services to be provided. Company must be able to provide an online placement technology system, AESOP or similar program. Please describe in detail the system your organization utilizes to include the business rules, user experience and any specifications required of the District in order to fully implement. Any additional costs associated with implementation should be outlined as well.

8. Names of individuals who will perform required tasks.

9. Describe your ability to provide services in a timely fashion, including a description of your staffing and your familiarity with the services required by the Norwalk Public Schools. Any experience or knowledge of matters directly affecting the Norwalk Public Schools should be addressed, including, but not limited to knowledge of CT State education laws.

1. Provide a sample copy of the Respondent's contract. Sample contract must include all terms and conditions of this RFP. Conflicting provisions will not be accepted. Contract shall be in a form acceptable to Norwalk Public Schools. Norwalk Public Schools reserves the right to make changes to this sample contract prior to execution by the successful applicant.
2. Describe the process for filling vacancies when no substitutes express interest, or there is a unique or difficult position to fill.

**VI. SELECTION CRITERIA**

Norwalk Public Schools will evaluate proposals using the following criteria:

|  |  |  |
| --- | --- | --- |
| **CRITERIA:** Technical, management, and cost related criteria used to evaluate the Contractors | **Weighting Factor** | **Points (5 is the highest)** |
| **1 – Financial Proposal:** What is the cost of the program proposed and its impact upon the district’s operating budget? How do they compare among Contractors?  | 20% | 0 to 5 |
| **2 – Management Services:** Considers the ability to provide services, operational efficiency, management capabilities. | 30% | 0 to 5 |
| **3 – Company Details and References:** Considers financial viability, stability, performance investigation, litigation/pending litigation, experience and list of references. The Contractor’s must provide a reference list of ten (10) staffing contracts, three (3) of which are in the state of CT with school districts currently providing Substitute Teacher and Paraprofessional Staffing services.  | 20% | 0 to 5 |
| **4 – Technical Elements:** Considers the Contractor’s program overview, resources, systems, procedures, processes, hiring practice, compliance, human resources, training, technology, evaluation criteria/process, and management services. | 20% | 0 to 5 |
| **5 – Start Up/Transition Plan:** Is the contractor's start up plan customized to the start of this program? Is the plan detailed plan from pre- planning (30 days prior to the start of the contract) through the start of the contract through the first two months of the engagement? Did it detail the additional management/resources they will be providing as well as the start up task, any requirements for the District, implementation date, estimated completion date, and who is responsible? | 10% | 0 to 5 |

The District will be assessing, as key evaluative criterion, the outsourced company’s management team; program elements; experience; and ability to provide services that meet the District’s objectives. The following list includes many competencies that the District will assess during its investigative process and evaluation of the outsourcing companies:

1. Experience and knowledge in implementing; transitioning; operating; and managing Substitute Teacher and Substitute Paraprofessional Staffing Programs;
2. Ability to train and evaluate staff;
3. Hiring Practices and compliance with CT State Department of Education requirements;
4. Technical knowledge;
5. Ability to schedule and manage staff; and
6. Referrals and client experience.

Norwalk Public Schools reserves the right to schedule an in-person interview with prospective Contractors.

1. **AWARD OF CONTRACT**

It is the intention of Norwalk Public Schools to award the contract to the respondent based upon relative experience, qualifications, and who will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth above. Norwalk Public Schools reserves the right to award the contract to the respondent who in their sole opinion represents the best overall program and value.

**B. TERM OF CONTRACT**

The contract term will be a period of three (3) years, with an option for two (2) one year extensions at the District’s discretions, not to exceed five (5) years. Extensions are subject to the availability and appropriation annually of sufficient funds by the Board of Education and in accordance with applicable law.

**C. AUTHORIZATION TO WORK**

No service shall be rendered unless the award of contract is authorized by the Norwalk Public Schools and the successful respondent receives an approved purchase order authorizing the respondent to render the service.

**D. COMPLETE PROPOSAL SUBMITTAL**

1. Manner of Completion: Respondents shall fully and accurately complete all Proposal Forms as required, with all attachments. Failure to include any required pricing information may render such response incomplete, non-responsive and subject to rejection depending upon the omission. Any rejection of the specified language and contents of the Proposal Forms will also be sufficient grounds for rejection. Conditional proposals will not be considered.
2. All blank spaces in the Proposal Forms applicable to the respondent shall be completely filled in. All insertions in the Proposal Forms and all other required submittals shall be typewritten. Signatures shall be handwritten in ink only, preferably in blue or black and shall be fully legible when photocopied. The respondent shall type its name below its signature wherever it appears on the Proposal Forms. Respondent shall initial all corrections made if applicable.
3. Respondent shall familiarize itself with all forms provided by the Board that are to be returned. If there are any forms that the Board is to provide that are either missing or illegible, it is the responsibility of the respondent to contact the Business Administrator for duplicate copies of the forms. This must be done before the due date and time. The Board accepts no responsibility for duplicate forms that were not received by the respondent in time for submittal.
4. The Board may consider any proposal submission not prepared and submitted in accordance with the provisions hereof and may waive informalities or may for any reason reject any and all informal proposals, all in accordance with applicable law.
5. All documents returned to the Board shall be signed with an original signature in ink. Failure to sign and return all required documents with the proposal package may be cause for disqualification and for the proposal to be rejected. The Board will not accept facsimile or rubber stamp signatures on the Proposal.
6. **E. INTERPRETATIONS AND ADDENDA**

Respondent's Duty of Full Investigation: Respondent shall carefully study, compare, correlate and coordinate its obligations both within the Proposal Specifications and as to extrinsic information that may in any way affect its obligations, including circumstances pertaining to the description of the Services required by the Proposal Specifications, the site or use thereof in the performance of the Services, and any such other factors as may affect the Services. Except as specifically provided in the Proposal Documents, the respondent assumes all risks and responsibility for any and all conditions and circumstances that pertain to the Services whether the same are known or unknown to the respondent at the time of submission.

Notice of any alleged error, omission or inconsistency that should have been reasonably identified prior to submittal shall be provided to Norwalk Public Schools immediately in order so that the District in its discretion, may issue an Addendum. A respondent's failure to do so constitutes an absolute waiver of any claims with respect to any error, omission or inconsistency that may thereafter be asserted with respect thereto, and shall bar any recovery regarding such claims. All questions and requests for any additional information must be made in writing by email to the Norwalk Public Schools Administrator. All questions must be received by \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Any addenda issued shall become part of the contract documents.

***If a response involves any exception from stated specifications, they exceptions must be clearly noted, underlined, and attached to the response.***

**General**

The proposer agrees and warrants that in the submission of this sealed proposal they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such proposer that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed proposal or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the proposer. An Affirmative Action Statement will be required by the successful proposer.

Norwalk Public Schools supports efforts to reduce the use of illegal drugs in the workplace. Preference shall be given in the award process to the businesses with drug-free workplace programs. The **DRUG-FREE WORKPLACE PROGRAM CERTIFICATION** should be included with other documents in order to receive preference.

Vendors are required to complete the **AFFIDAVIT** in order to have a valid proposal.

Notary Public signature is required.

**LAWS AND REGULATIONS.**

The successful respondent is required to keep itself informed of and to comply with all applicable Federal, State and Local laws and rules and regulations of all authorities having jurisdiction over the subject matter of the contract. The successful respondent shall also be responsible for securing and paying for all permits, governmental fees and licenses necessary for the proper execution and completion of the work required by the Contract.

1. **POST-AWARD SUBMITTALS.**

The successful respondent shall provide its Post-Award Submittals, including all Contract Forms, all required insurance, (all of the above dated and fully effective simultaneous with the date of the Agreement); and a list of key personnel, including, business, mobile and emergency telephone and fax information, as and when required by the District.

1. **EXCLUSIVITY**

The Board intends to award a Contract to one vendor and will require that the proposer be the exclusive vendor for the services required by the Board pursuant to the RFP.

1. **INDEMNIFICATION**

The Successful Proposer agrees to defend, indemnify and hold the Board harmless in connection with any claims made by any subcontractors or suppliers concerning work performed or goods provided, including, without limitation, claims for unpaid wages and/or benefits, or claims relating or claims resulting from the Board’s termination of this Agreement.

The Successful Proposer agrees to defend, indemnify and hold the Board harmless for any claims brought against, or damages incurred by the Board as a result of the Successful Proposer’s or its agents’, servants’, or subcontractor’s negligence, breach of contract, and/or failure to comply with any applicable law, regulation, ordinance, code, rule or policy.

1. **INCREASED PER DAY FEE**

Norwalk Public Schools, in its sole discretion, reserves the right to increase the per day rate for the service

1. **RFP SUBMISSION DOCUMENTS**

The Board seeks from all participating Respondents a Request for Proposal one (1) original with original signature and two (2) copies of the following along with one (1) electronic copy of the proposal.

1. **DESCRIPTION OF SERVICES.**

All Respondents should list all services to be rendered with their explanation in detail of how the services will be provided. Respondents by submitting a proposal acknowledge that they fully understand the scope of work, activity and service.

1. **QUALIFICATIONS — RELEVANT EXPERIENCE.**

All Respondents shall submit evidence and documentation highlighting qualifications and experience they have that will assist the District in the evaluation and selection process as discussed in the Qualifications Section.

5. **BUSINESS REGISTRATION CERTIFICATE**

Prior to the award of contract (but preferably with their proposal), all Respondents should submit with their proposal package a copy of their "CT Business Registration Certificate" as issued by the Department of Treasury of the State of CT. Such certificate shall have been issued prior to the proposal due date and time. It is recommended that Respondent submit said Certificate with its Proposal.

6. **OWNERSHIP DISCLOSURE STATEMENT**

The Bidder shall submit with its proposal, or prior to receipt of proposals, a statement setting forth the names and addresses of all stockholders in the corporation, partnership or other business entity bidding who own ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation, partnership or other business entity, the Bidder shall submit further disclosures for such entity pursuant to the law.

**Proposal Form A**

**PRICING**

I/WE, the undersigned, hereby agree to furnish and deliver the requested services at the prices named herein, subject to and in accordance with the Cost Proposal, and Specifications, all of which are made a part of this Proposal. These prices will remain firm for the first two (2) years of the contract period, \_\_\_\_\_\_\_\_\_\_\_\_, 2019, through \_\_\_\_\_\_\_\_\_\_, 2021, with no wage adjustment(s) allowed. Pricing submitted shall reflect NET pricing PER DAILY RATE. Any payment for travel time, mileage to and from any jobsite, and/or miscellaneous expenses, will not be allowed.

**Position Pay Rate % Markup Respondent’s Daily Rate**

Daily Substitute Teacher $\_\_\_\_\_\_per day \_\_\_\_\_\_\_\_% $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Long Term Substitute Teacher $\_\_\_\_\_\_per day \_\_\_\_\_\_\_\_% $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Substitute Paraprofessional $\_\_\_\_\_\_per day \_\_\_\_\_\_\_\_% $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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SIGNED BY:

 (Authorized Signature)

NAME:

(please print)

TITLE:

DATE:

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

TELEPHONE:

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

DRUG-FREE WORKPLACE CERTIFICATE

I hereby certify that this company:

* Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and that this statement specifies the actions that will be taken against employees for violations of this prohibition.
* Has a written policy informing employees about the dangers of drug abuse in the workplace, the firm’s policy of maintaining a drug-free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations.
* Has given a copy of the statements specified above to each employee engaged in providing the commodities or contractual services that are being proposed.
* Has given the employees a company statement regarding a drug-free workplace and they have been notified that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of “guilty” or of “nolo contendere” to any violation of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five days after the conviction or plea.
* Will impose a sanction on any employee who is convicted, or will require the satisfactory participation in a drug abuse assistance program or a rehabilitation program if available in the employee’s community.
* Will make a good faith effort to continue to maintain a drug-free workplace.

As the person authorized to sign this statement, I certify that this company fully complies with all requirements.

Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NORWALK PUBLIC SCHOOLS

AFFIDAVIT

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

 ss: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I state that I am the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Title) (Name of Company)

And that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers. I am the person responsible in my company for the prices and the amount of this proposal.

I state that:

1. The prices and amount of this proposal have been arrived at independently and without consultation, communication, or agreement with any other vendor or potential vendor.
2. Neither the prices nor the amount of this proposal, and neither the approximate prices nor approximate amount of this proposal, have been disclosed to any other company or person who is a vendor or potential vendor, and they will not be disclosed before proposal opening.
3. No attempt has been made or will be made to induce any company or person to refrain from quoting on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
4. I fully understand that more than one offer from an individual, company, corporation or association under the same or different name will be rejected. Vendors are prohibited from submitting more than one proposal. Any proposal submitted from the same company, branch of, or its subsidiary will be rejected. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the vendors. Participants in collusion may not be considered in the future offers for the same work. By submitting a proposal, I certify that it is not a part of any collusive action.
5. The proposal of my company is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any company or person to submit a noncompetitive proposal.
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ its affiliates, subsidiaries, officers, directors and employees

(Name of Company)

are not currently under investigation by any governmental agency and has not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to responding to any public contract, except as follows:

1. I state that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_understands and acknowledges that the above

 (Name of Company

representations are material and important, and will be relied upon by Norwalk Public Schools in awarding the contract for which this proposal is submitted. I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Norwalk Public Schools of the true facts relating to the submission of proposals for this contract.

1. I agree to furnish and deliver the items on the date and time agreed on by Norwalk Public Schools and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the time the purchase order is placed. I

(Name of Company)

also agree not to place items on Back Order. Furthermore, I will not cancel any items. If a vendor is awarded this contract, it will be responsible for delivering all items at the proposal cost, in accordance with the RFP specifications and upon which the proposal was made.

By signing this affidavit, I understand and agree to the terms, conditions and specifications of the RFP, including the Collusion Among Vendors document and equal opportunity for employment.

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

Company Name

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

Authorized Signature

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

Printed Name

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

Title

Sworn to and subscribed to before me the undersigned Notary Public on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ My Commission Expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Proposal Form B**

**Acknowledgement of Addenda**

RFP for Substitute Staffing Services Date: Month Day, 2019

The Proposer acknowledges receipt of the hereinafter enumerated Addenda which have been issued during period of quoting and agrees that said Addenda shall become a part of this contract. The proposer shall list below the numbers and issuing dates of the Addenda.

Addenda No. Issuing Date(s)

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

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

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

 No Addenda Received

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

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_

**Proposal Form C**

**LIST OF PUBLIC SCHOOL CONTRACTS**

Must list documentary evidence of record of contracted Substitute Staffing Services to Public Schools including, but not limited to, training, employment, financial, tax withholding, workers’ compensation, insurance, social security, management, oversight, performance evaluation, and substitute teacher and substitute paraprofessional services. Proposer must provide the following information for ten (10) Public School Districts, three (3) of which are in the state of Connecticut.

School District:

Enrollment:

Years of Service:

Contact:

Position Held:

Address:

Phone Number:

School District:

Enrollment:

Years of Service:

Contact:

Position Held:

Address:

Phone Number:

School District:

Enrollment:

Years of Service:

Contact:

Position Held:

Address:

Phone Number:

School District:

Enrollment:

Years of Service:

Contact:

Position Held:

Address:

Phone Number:

School District:

Enrollment:

Years of Service:

Contact:

Position Held:

Address:

Phone Number:

School District:

Enrollment:

Years of Service:

Contact:

Position Held:

Address:

Phone Number:

School District:

Enrollment:

Years of Service:

Contact:

Position Held:

Address:

Phone Number:

School District:

Enrollment:

Years of Service:

Contact:

Position Held:

Address:

Phone Number:

School District:

Enrollment:

Years of Service:

Contact:

Position Held:

Address:

Phone Number:

School District:

Enrollment:

Years of Service:

Contact:

Position Held:

Address:

Phone Number:

|  |
| --- |
| **Brien McMahon High School** |
| **300 Highland Avenue** |  |
| **Norwalk, 06854**  |  |
|  |  |  |  |
| **Norwalk High School**  |  |
| **23 Calvin Murphy Drive** |  |
| **Norwalk, CT 06851** |  |
|  |  |  |  |
| **Nathan Hale Middle School** |  |
| **176 Strawberry Hill Avenue** |
| **Norwalk, CT 06851** |  |
|  |  |  |  |
|  **Ponus Ridge Middle School** |
|  **21 Hunters Lane** |
|  **Norwalk, CT 06850** |  |
|  |  |  |  |
| **Roton Middle School** |
| **201 Highland Avenue** |  |
| **Norwalk, CT 06853** |  |
|  |  |  |  |
| **West Rocks Middle School** |  |
| **81 West Rocks Road** |  |
| **Norwalk, CT 06851** |  |
|  |  |  |  |
| **Brookside Elementary School** |
| **382 Highland Avenue** |  |
| **Norwalk, CT 06854** |  |
|  |  |  |  |
| **Columbus Magnet School** |
| **46 Concord Street** |  |
| **Norwalk, CT 06854** |  |
|  |  |  |  |
| **Cranbury Elementary School** |
| **10 Knowalot Lane** |  |
| **Norwalk, CT 06851** |  |
|  |  |  |  |
|  |
| **Fox Run Elementary School** |  |
| **228 Fillow Street** |  |
| **Norwalk, CT 06850** |  |  |
|  |  |  |  |
| **Jefferson Magnet School** |
| **75 Van Buren Avenue** |  |
| **Norwalk, CT 06850** |  |
|  |  |  |  |
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| **Kendall ElementarySchool** |
| **57 Fillow Street** |  |
| **Norwalk, CT 06850** |

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| --- |
| **Marvin Elementary School** |
| **15 Calf Pasture Beach Road** |
| **Norwalk, CT 06855** |
|  |
| **Naramake Elementary School** |
| **16 King Street** |
| **Norwalk, CT 06851** |
|  |
| **Rowayton Elementary School** |
| **1 Roton Avenue** |
| **Norwalk, CT 06853** |
|  |
| **Silvermine Elementary School** |
| **157 Perry Avenue** |
| **Norwalk, CT 06850** |
|  |
| **Tracey Elementary School** |
| **20 Camp Street** |
| **Norwalk, CT 06851** |
|  |
| **Wolfpit Elementary School** |
| **Starlight Drive** |
| **Norwalk, CT 06851****Norwalk Early Childhood Center****11 Allen Road****Norwalk, CT 06851** |

 |  |  |  |

  **Norwalk Public Schools – Central Office**

 **125 East Avenue**

 **Norwalk, CT 06851**