

CITY OF NEWTON
PURCHASING DEPARTMENT
CONTRACT FOR THE NEWTON PUBLIC SCHOOLS

REQUEST FOR PROPOSALS:

**SUBSTITUTE TEACHER AND TEACHING AIDE
STAFFING SERVICES FOR
NEWTON PUBLIC SCHOOLS**

RFP #21-59

Proposal Due Date: April 29, 2021 at 11:00 a.m.

APRIL 2021
Ruthanne Fuller, Mayor

NEWTON PUBLIC SCHOOLS

Substitute Teacher & Teacher Aide Staffing Services for Newton Public Schools

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**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSALS #21-59**

The City of Newton (City) invites sealed proposals from proposer for:

SUBSTITUTE TEACHER & TEACHER AIDE STAFFING SERVICES FOR NEWTON PUBLIC SCHOOLS

Proposals will be received until **11:00 a.m., Thursday, April 29, 2021*** at the Purchasing Department, Room 108, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for proposals a list will be created of all proposers names received and will be posted to the City's website: www.newtonma.gov/bids.

*** To promote the health and safety of City workers and the public, Newton City Hall is still observing COVID restrictions. The City has adopted the following procedures that may affect your participation in this bid:**

- 1. Bidders who wish to attend the Bid Opening can do so by telephone conference call. To attend, call 617.454.5555. When prompted, enter Participant Passcode 1220#. There will be no in person meetings.**
- 2. Bids not received in Room 108 by mail or courier may be dropped off in a locked drop box at the top of the stairs to left of the main door to City Hall. The box will be checked at the scheduled submission deadline.**
- 3. Bids results will be scanned and posted as soon as practicable after the opening. Copies of bids will be available on written request.**

Documents associated with this RFP (Contract Documents) will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., April 8, 2021.**

Proposers are responsible for downloading proposal specifications from the City of Newton's website at www.newtonma.gov/bids. Proposers are requested to email the City of Newton Purchasing Department (purchasing@newtonma.gov) with their Company Name, Address, Email address, Phone & Facsimile number and bid # (i.e. #21-59).

The City will enter into a contract with a Contractor that **shall extend for one year from the date of execution**. The City shall have the option, at its sole discretion, to **extend the agreement for two (2) additional one (1) year terms with no change in the contract price, terms and conditions**. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. Services shall be rendered only as required.

As this is an RFP, proposers shall submit (i) a technical, or non-price proposal, which includes everything responsive to this RFP except the proposed contract price, and (ii) a price proposal. There is no specific form for the technical proposal, although it should be responsive to all information requested in the RFP. The price proposals shall be submitted on the Price Proposal #21-59 form included in this RFP.

All proposals submitted should include (i) for the technical proposal, ONE (1) ORIGINAL and SIX (6) COPIES; and (ii) for the price proposal, ONE (1) ORIGINAL. In addition, a digital copy of the technical proposal is requested to be provided on a CD or USB stick.

The successful bidder will be required to furnish a **Performance Bond** in the amount of **25%** of the contract total. **The costs of any bond and any insurance required in this RFP are the responsibility of the proposer; such costs will not be reimbursed by City and should be included in your Price Proposal.**

Proposers' attention is directed to the requirements of the City's Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and to the Minority/Women Owned Business Enterprise Plan from December 1999, all of which are available on the City of Newton Purchasing Department's web page. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file.

If you download bids from the internet site and would like to make it known that your company has done so, you are requested to email the Purchasing Department (purchasing@newtonma.gov) with the Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #21-59) has been downloaded.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON

A handwritten signature in black ink that reads "Nicholas Read". The signature is written in a cursive, slightly slanted style.

Nicholas Read
Chief Procurement Officer
April 8, 2021

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT**

INTRODUCTION

**REQUEST FOR PROPOSAL #21-59
SUBSTITUTE TEACHER & TEACHER AIDE STAFFING SERVICES FOR
NEWTON PUBLIC SCHOOLS
(Preschool through Grade 12)**

The City of Newton (City) on behalf of Newton Public Schools (NPS) is seeking proposals for a Contractor to provide substitute teacher staffing services (STS) at 23 school buildings in Newton, MA. The intent and purpose of this Request for Proposal (RFP) is to establish a contractual price agreement for the placement and performance of STS and also a shared on-line software program that is compatible with our existing Frontline software program to track call-ins, placements and assess STS needs across our 23 schools. In order to be considered, proposers must submit a plan (Plan) describing how these substitute teachers (K – 8), substitute special education teachers and teaching assistants (PS – 12) are to be provided while working with NPS management staff. The Contractor’s STS services will be required after NPS’ existing internal Instructional Support Staff (ISS) resources are utilized. NPS will require that the awarded Contractor successfully utilizes an absence management software system (Frontline Education or an approved equal) to track all teacher and special education teacher and teaching assistant absences, checks the system database to match the right substitute to the job, and track how a substitute finds and accepts the available job. Weekly, monthly, quarterly or annual reports and detailed invoices will be required to submit to NPS to document all services rendered.

The successful Proposer must have at least five years of experience providing comparable STS to city/town school districts, educational institutions or other related industries as described under Scope of Services. Additional requirements are set forth in this RFP.

Newton, Massachusetts is a city of 85,000 people, located twelve miles west of downtown Boston. NPS has 23 school buildings organized in a Preschool, Elementary K-5, Middle School 6-8, and High School 9-12 arrangement with a current enrollment of approximately 12,338 students for FY21. There is one (1) Preschool averaging 250 students, fifteen (15) elementary schools, each with an average size of 360 students, four (4) middle schools with an average size of 725 students, and two senior high schools with an average size of 2,025 students. In addition, we have one (1) administrative building housing a limited number of other programs. The system is governed by a Superintendent as well as a School Committee of eight members elected at-large from the city's eight wards for two-year terms. The City Mayor serves as the ninth voting member of the School Committee.

The NPS budget for FY22 is approximately \$250 million, accounting for approximately one half of the annual spending for the City. The successful outsourcing of STS services is anticipated to lower operating and labor costs while maintaining the high standards of our PS-12 educational programs. NPS intends to enter into a contract for STS services with the most advantageous Contractor. The Contractor shall be responsible for providing substitute and special education teachers and teaching assistants as required. NPS currently employs 113 qualified part-time ISS to cover 70% of teacher/teaching assistant absences throughout the school year. NPS uses a model of utilizing both internal staff and external temporary staff to cover teacher and special education teaching assistant absences throughout the school year.

The Contractor 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.

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

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for STS services, comparative judgments relating to proposers’ background, experience and professional history, in addition to price, will be necessary. The City will therefore select from the proposals received the most advantageous proposal in accordance with M.G.L. c. 30B, §6.

Proposals shall consist of (i) a **Technical Proposal**, which is fully responsive to the RFP with the exception of the proposer's price and (ii) a **Price Proposal**. The City's Evaluation Committee shall review, evaluate and rate each proposer's Technical Proposal. After the review and when the Evaluation Committee's written evaluations are complete, the City will open Price Proposals. The City will award the contract to the proposer it determines to be the most advantageous. NPS is looking for proposals that will allow the Contractor to continually meet the goals contained in the RFP and improve the quality of STS services.

II. SCHEDULE

Key Dates for This Proposal:

April 8, 2021 at 10:00 a.m.	RFP Released
April 23, 2021 at 12:00 p.m.	Proposer questions deadline
April 29, 2021 at 11:00 a.m.	Proposal Submittal Date
May 17 - 21, 2021	Proposer Interviews
June 4, 2021	Evaluations Completed*
June 18, 2021	Contract Award*

*Estimated

It is anticipated that STS services will begin on July 1, 2021.

III. INSTRUCTIONS TO PROPOSERS

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, §6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 108, Newton, MA 02459, no later than **10:00 a.m., April 29, 2021.**

A responsive proposal shall consist of two parts: (i) a Technical Proposal made up of one (1) original, six (6) paper copies, and one (1) CD/electronic copy; and (ii) one (1) paper copy of a Price Proposal. The Technical Proposal and the Price Proposal shall be submitted in separate sealed envelopes.

Envelopes shall be marked:

“TECHNICAL PROPOSAL - RFP #21-59 NPS - Substitute Teacher & Teacher Aide Staffing Services”

and

“PRICE PROPOSAL - RFP #21-59 NPS - Substitute Teacher & Teacher Aide Staffing Services”

The Price Proposal shall be in the for attached hereto as **Attachment A** (pp. 20-22 below).

Technical Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the specific page number, which provides the documentation demonstrating they have met each of the criteria listed. Simply stating that you can meet the criteria will not deem your RFP responsive; you must provide documentation that demonstrates your ability to meet the criteria.

Faxed or emailed proposals will not be accepted.

Each Technical Proposal must contain a section for each of the following:

1. Each item in Section III-paragraph E-items 1-13,

2. Minimum Criteria (Section VI),
3. Comparative Criteria (Section VII),
4. Attachments B thru H,
5. Letter of Interest, and
6. Company History.

The Technical Proposal (not to exceed 50 pages excluding attachments such as company financial reports, HR policy manuals, certifications, etc.) shall include examples of comparable projects, and resumes of key personnel. Documentation must be contained in each section to prove responsiveness to each requirement. Proposals received without the required documentation for each section may be deemed non-responsive.

- B. **QUESTIONS/ADDENDA:** Inquiries involving procedural or technical matters should be directed in writing, no later than **10:00 a.m., April 23, 2021:**

purchasing@newtonma.gov or facsimile (617) 796-1227

Purchasing Department
City of Newton
1000 Commonwealth Avenue
Newton, MA 02459

ADDENDUM: Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment as the first line of their Transmittal/Cover Page which shall be placed as the first page of the "Technical Proposal" as well as in the designated line of the "Price Proposal".

Addenda will be posted online and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the internet, you must make your company known to the City of Newton, Purchasing Department by emailing or faxing your company's: name, address, phone, fax, and email address and include the RFP Number (#21-59) and project title. It is the Contractor's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City's website: www.newtonma.gov/bids

If you have downloaded the RFP please be sure to email us (purchasing@newtonma.gov) the following information: Your Name, Address, Phone and Fax numbers, email address, and what RFP number and project title you have downloaded.

- C. **EXAMINATION OF DOCUMENTS:** Each Proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all RFP Documents before submitting a proposal in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.
- D. The City reserves the right to waive any informality in all submitted proposals, and/or to reject any or all submitted proposals, in-whole or in-part if it be in the public interest to do so.
- E. Technical Proposal (not to exceed 50 pages excluding financial reports, HR manuals, certifications, etc.) must include the following information, in addition responses for the Minimum and Comparative Criteria:
1. Transmittal Sheet including acknowledgment of any Addendum for this RFP.
 2. A Letter of Interest including a brief history of the Contractor and its experience providing substitute teacher and teacher assistant staffing services.

3. An organizational chart indicating names and positions, current resumes, summaries of credentials, and the number of years of experience providing STS services for public school districts, educational institutions and/or other related industries. Note that the contract will require that the same Project Manager who is proposed in the Contractor's proposal be assigned to the contract for at least its first year. Any changes need to be pre-approved, in writing, by the NPS Human Resources Department.
4. Copies of Contractor's audited financial statements or tax returns signed by the preparer demonstrating the company's profitability for the three (3) previous fiscal years.
5. A list of all education institutions in the northeast for which the Contractor has provided during the past five years similar STS services as described in this RFP.
6. A minimum of three (3) references (**Attachment C**)* from public school systems (preferred) or educational institutions or other related industries that have hired the Contractor to successfully provide STS services with recommendations and an implementation plan that met all of the school, federal, and state needs and requirements.
 - a. References are to include a one paragraph synopsis; dates of service; contact names, addresses, email addresses, and telephone numbers. These references are preferred to include at least one (1) reference from a public school district or educational institution with a minimum of ten (10) schools and a minimum population of 5,000 attending students.
 - b. If the Contractor has had a contract terminated for default during the past five (5) years, all such actions must be described. "Termination for Default" is defined as notice to stop performance due to the Contractor's non-performance or unacceptable performance. Describe all previous terminations for default that have occurred during the past five (5) years, including the other party's name, address, and telephone number. Present the Contractor's position on the matter. Please indicate if the Contractor has experienced no such termination for default in the past five (5) years.
 - c. If the Contractor has had a contract in the northeast which ended, and they were not the succeeding Contractor, or not renewed for any reason, had a contract terminated for convenience, non-allocation of funds, or any other reason, during the past five (5) years, describe fully all such endings, non-renewals and/or terminations, including the name, address, and telephone number of the former clients.

* One member of the Evaluation Committee will check references of all Proposers who were interviewed. The same questions will be asked of each reference. The Committee member who checks the references will prepare a report for the remaining evaluators.

7. Provide an operational plan, **which shall include the estimated proposed expenses**, that details how your company plans to successfully execute NPS' STS services.
8. Provide a transition plan to include detailed identification of tasks, timelines, and resources required to ensure continuity of our educational program. This transition plan must include a detailed transition/start up plan from pre-planning July 2021 through the start of school for the first month through September 30, 2021.
9. The Contractor shall provide an on-line absence software program for teachers to record/report their absences in advance in order for the Contractor to be able to work with each school to find a suitable substitute to fill in any absences in a timely fashion. The Contractor's software program must be compatible with our existing Frontline Education software program.
10. The Contractor shall provide appropriate staff to help manage NPS's STS needs in cooperation with NPS administration and to provide assistance in a timely and professional manner with any personnel conflicts and concerns that may arise on a daily basis. In addition, if awarded the contract,
 - a. The Contractor is expected to provide a report comprised of qualified substitute teachers and teaching assistants.
 - b. The Contractor shall have the sole responsibility to compensate its employees and new employees as they are hired, including all applicable taxes, insurance, and worker's compensation and security screenings as required by Massachusetts law. Personnel employed by the Contractor are the sole responsibility of the Contractor, not employees of NPS. Therefore the Contractor will establish its own terms and conditions of employment for its employees.

- c. The Project Manager proposed for this program must have a minimum of five (5) years' experience in STS services and an established track record of managing a successful program within a school district, educational institution or related industry.
 - d. The Contractor will comply with all wage/hours employment requirements of federal and state law.
 - e. The Contractor shall adhere to state regulations in screening prospective employees by complying with criminal background check/ fingerprint regulations required by law for all new hires and provide copies of the same to NPS.
 - f. The Contractor shall comply with all "I-9" federal and state regulations.
 - g. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 and the regulations of the United States Department of Agriculture issued thereunder and any additions or amendments thereto. Respondents will certify by signing the RFP forms that the Contractor is in compliance.
 - h. It is the responsibility of the Contractor to ensure that all OSHA and Hazardous Communication Act regulations applying to this job are adhered to at all times.
 - i. The Contractor shall instruct its employees to abide by the policies, rules, and regulations with respect to its use of NPS premises as established by NPS from time to time, and which are furnished in writing to the Contractor.
 - j. NPS will have the right to require the removal or discharge 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 NPS, provided the demand to do so is submitted in writing to the Contractor. Actual discharge will be in compliance with all applicable laws for the state and federal government. In the event of the removal or suspension of any such employee, the Contractor shall immediately restructure its staff without disruption in service.
11. CORI and SORI checks and fingerprinting shall be completed by the Contractor on all employees assigned to the NPS contract prior to their NPS starting date as outlined in the Commonwealth of Massachusetts Education Reform Law of 1994. CORI and SORI check request reports must be submitted to NPS prior to the start of the Contractor's employee start date. In addition, NPS will initiate their own CORI and SORI checks on all substitute staff.
 12. Provide an outline of your company's training program for substitute teachers and teaching assistants and management personnel.
 13. A signed Certificate of Non-Collusion, as well as a signed Attestation Form (Certificate of Payment of Taxes to the Commonwealth of Massachusetts) must be submitted. Forms are provided for all of these submissions in attachments C, and D and also listed under Minimum Criteria.

IV. EVALUATION OF PROPOSALS

There will be no public opening of submitted proposals. Following the deadline for submission of proposals, the *Chief Procurement Officer* will open the Technical Proposals and prepare a register of those firms submitting proposals, which shall be available for public inspection and available online at www.newtonma.gov/bids. All proposal contents shall remain confidential until the evaluation is final and an award has been made.

The Technical Proposals shall be evaluated by individuals within the City of Newton's requesting department designated by the *Chief Procurement Officer*, who shall prepare their evaluation sheets based on the criteria contained herein.

Upon completion of the technical evaluation, the *Chief Procurement Officer* will open and evaluate the Price Proposals. A contract will be awarded to the responsive and responsible Proposer whose proposal is determined to be most advantageous, taking into consideration price and evaluative criteria. In accordance with the M.G.L. c.30B, §9, the City reserves the right to reject any and all proposals, in whole or in part, and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

V. SCOPE OF SERVICES/NARRATIVE DESCRIPTION

The City of Newton, in accordance with M.G.L. c.30B, §6, on behalf of NPS is requesting proposals from a qualified Contractor to provide STS services. These services are to provide STS services to cover approximately 3,500 base teacher days for professional teachers and 2,250 base assistant days for special education teaching assistants who are absent from work due to emergency or illness, for a short term, or for professional development activities.

The Contractor may also be called upon to locate and provide long term substitutes. Long term substitute is defined as substituting for a period greater than five consecutive school days in the same classroom. Specifications for each long term substitute assignment will be determined when needed. NPS may refer long term substitutes known to it who will then be hired and managed by the Contractor and paid a rate as dictated by NPS.

When a long term substitute is needed for a period of six weeks or longer, the Contractor shall provide a minimum of two candidates for the position to the affected school Principal or his or her designee. The Principal shall have the right to select the long term substitutes. Principals will also have the right to request a specific substitute from the Contractor for the long term substitute position. In the event of a long term substitute vacancy in a specialist area, where the Contractor is unable to provide a substitute with the appropriate teacher certification, NPS will reserve the right to recruit a long term substitute for paid vacancy independently of the Contractor.

NPS intends to award one contract for one Contractor to provide STS services for grades PS-12 (as described within this scope) although NPS may use an alternate Contractor if needs cannot be met by the awarded Contractor. The awarded Contractor must begin preparing a viable database of qualified substitute teachers starting July 2021 to be utilized as needed starting September 1, 2021. Substitute teacher requirements and qualifications are as follows:

A) Specific Requirements

1. All substitutes must have the minimum educational and/or experience requirements as specified within this project manual. Exceptions may be made at the discretion of NPS.
2. The Contractor is required to perform background checks such CORI and SORI as well as fingerprinting prior to their assignment to NPS.
3. The Contractor hereby agrees to provide an estimated 3,500 base teacher days and 2,250 base teaching assistant days for emergency short term or for professional development related absences and shall be prepared to provide additional teacher days, in excess of the base number of days, to NPS upon the terms and conditions stated within this project manual.
4. The Contractor agrees that the NPS's designee 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). If any substitute teacher assigned to a school is deemed unsatisfactory the Contractor shall be given notice at least twelve hours prior to the beginning of the next scheduled work day. The principal shall cooperate with the Contractor by providing specifics with regard to the issues that led to his/her judgment.
5. NPS agrees that it will require all of its teachers, who may be absent to notify their school principal and to enter their absences into the Contractor provided absence system. 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 or his/her designee to comply with these provisions shall release the Contractor from any requirement to provide coverage for that teacher. However, the Contractor may, in good faith, attempt to provide coverage, including the late arrival of a substitute if acceptable to the principal or his/her designee of that school.
6. The Contractor 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.
7. The City 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.

8. The Contractor 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.
9. The Contractor and the City mutually agree that the Contractor is the primary agent for supply of substitute teaching service in the City of Newton (above and beyond the currently employed ISS, who will continue to make up about 70% of covered NPS absences), that the substitute teachers so provided are the employees of the Contractor. Substitute teachers are not the employees of the City; and the Contractor assumes full and complete liability for the payment of all substitute teachers whose services it has supplied.
10. The Contractor shall be responsible to provide adequate advertising and conduct recruitment drives as a means to recruit employees to serve as substitutes under this agreement, in addition to ensuring a continued supply of qualified candidates to replace turnover.
11. The Contractor shall apply the following criteria when evaluating candidates for substitute positions.
 - Telephone or Zoom pre-screening to determine eligibility to apply
 - A face-to-face or Zoom interview 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 CORI and SORI is to be documented as well as national fingerprint background checks as in accordance with Massachusetts law
12. Contractor 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
 - Completion of the NPS Back to School Training program
 - Expectations for professional conduct (i.e., timeliness, dress, etc.)
 - Safety protocols as implemented at the NPS
 - Other issues as deemed appropriate by the Contractor and NPS
13. The Contractor 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.
14. The City agrees they will not enter into an agreement that conflicts with any bargaining agreement with the Newton Teacher Association.
15. The City 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.
16. The Contractor shall provide NPS with reasonable reports regarding substitute usage teacher absences, Base Teacher Days utilized or remaining, etc. NPS may request such reports be provided on a monthly, quarterly, semi-annual, or annual basis. The Contractor shall make a good faith effort to provide NPS with such reports, or a reasonable facsimile thereof.
17. **The City prefers not to pay any fee to hire charges. NPS strongly believes that the incentive of these substitutes becoming full or part-time employment opportunities helps encourage successful recruitment by the Contractor.** The City may negotiate to 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 if within 90 days of the expiration or termination of such contract. The amount of the fee, if applicable, shall be prorated and negotiated with the Contractor prior to the time NPS makes an offer to the substitute. A fee may apply 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 NPS as either a substitute or full-time teacher.

18. This agreement may not be modified, terminated, or discharged orally but only in writing and signed by duly authorized representatives of the parties.

B.) Quality and Responsibilities of Teacher and Teacher Assistant Substitutes

Substitutes shall be expected to:

- Report on time, to the assigned school's Main Office.
- Maintain the established routines and procedures of the classroom and follow the lesson plan left by the absent teacher. Maintain a classroom environment conducive to effective learning and apply all necessary and reasonable precautions to protect students, materials and equipment. The same is applicable to substitute coverage for special education teachers.
- Provide substitute coverage for special education teaching assistants to comply with the delivery of student individualized education plan.
- Check phone messages and respond to family phone calls for the day to ensure dismissal and family emergencies are addressed in the absence of the teacher.
- Additional duties may be assigned without additional compensation or stipend.
- Dress professionally – Substitute teachers and teaching assistants are expected to have a professional appearance at all times.
- Ability to read, interpret and apply student performance data to instructional planning and execution.
- 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 behavioral 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 Contractor.

C.) Qualifications of Teacher Substitutes

- Bachelor's degree is required for teacher substitutes; Bachelor's degree preferred for teaching assistants.
 - One (1) year of teaching experience at a public school district is preferred
1. The Contractor will provide quality services as described within this project manual by ensuring reasonable standards of skill, integrity and reliability from substitutes.
 2. NPS will supervise substitutes to ensure quality and satisfaction and reasonable workmanship. If the services provided are unsatisfactory, NPS may terminate the assignment and shall promptly inform the Contractor.
 3. Substitutes provided by the Contractor are deemed to be under the direction and control of NPS from the time the substitute reports for duty until the assignment is over.

School Locations Requiring Substitute Teacher Staffing Services

Angier Elementary is located at 1697 Beacon Street in Waban, Massachusetts and has a current enrollment of about 486 students.

Bowen Elementary is located at 280 Cypress Street in Newton Centre, Massachusetts and has a current enrollment of about 359 students.

Burr Elementary is located at 171 Pine Street in Auburndale, Massachusetts and has a current enrollment of about 361 students.

Cabot Elementary is located at 229 Cabot Street in Newtonville, Massachusetts and has a current enrollment of about 439 students.

Countryside Elementary is located at 191 Dedham Street in Newton Highlands, Massachusetts and has a current enrolment of about 383 students

Franklin Elementary is located at 125 Derby Street in West Newton, Massachusetts and has a current enrollment of about 397 students.

Horace Mann Elementary is located at 225 Nevada Street in Newtonville, Massachusetts and has a current enrollment of about 387 students.

Lincoln-Eliot Elementary is located at 191 Pearl Street in Newton, Massachusetts and has a current enrollment of about 372 students.

Mason-Rice Elementary is located at 149 Pleasant Street in Newton Centre, Massachusetts and has a current enrollment of about 385 students.

Memorial-Spaulding Elementary is located at 250 Brookline Street in Newton Centre, Massachusetts and has a current enrollment of about 404 students.

Peirce Elementary is located at 170 Temple Street in West Newton, Massachusetts and has a current enrollment of about 253 students.

Underwood Elementary is located at 101 Vernon Street in Newton Centre, Massachusetts and has a current enrollment of about 238 students.

Ward Elementary is located at 10 Dolphin Road in Newton Centre, Massachusetts and has a current enrollment of about 240 students.

Williams Elementary is located at 141 Grove Street in Auburndale, Massachusetts and has a current enrollment of about 228 students.

Zervas Elementary is located at 30 Beethoven Avenue in Waban, Massachusetts and has a current enrollment of about 462 students.

Bigelow Middle School is located at 42 Vernon Street in Newton, Massachusetts and has a current enrollment of about 486 students.

Brown Middle School is located at 125 Meadowbrook Road in Newton Centre, Massachusetts and has a current enrollment of about 804 students.

F.A. Day Middle School is located at 21 Minot Place in Newtonville, Massachusetts and is the largest NPS middle school, with a current enrollment of about 945 students.

Oak Hill Middle School is located at 130 Wheeler Road in Newton Centre, Massachusetts with a current enrollment of about 667 students.

Newton North High School is located at 457 Walnut Street in Newtonville, Massachusetts with a current enrollment of about 2,151 students.

Newton South High School is located at 140 Brandeis Road in Newton Centre, Massachusetts with a current enrollment of about 1,891 students.

Newton Early Childhood is located at 150 Jackson Road in Newton, Massachusetts with a current enrollment of about 250 students.

Absenteeism

Employee absenteeism can significantly and adversely affect the quality of education. The Contractor must maintain a pool of trained and qualified substitutes, available at short notice, to ensure that NPS is adequately staffed in the event of illness, injury, excused or unexcused absences. A list of substitutes must be provided to NPS and updated, as individuals are added or removed from the substitute pool. All substitute employees must be pre-approved just as regular employees of the Contractor are pre-approved by NPS, including CORI / SORI background and fingerprinting checks.

Attendance of Meetings

The Contractor shall designate a Project Manager as the primary Contractor contact and the individual is to contact NPS within twenty-four (24) hours of notice of the contract award.

The Project Manager shall be available to attend meetings during normal business hours with NPS at the request of its Human Resource Department and be able to attend meetings with other NPS officials upon request, which may be day or evening meetings. These meetings will be attended without any extra costs to NPS. NPS will usually send the meeting request to the Contractor a minimum of 72 hours before the scheduled time for the meeting. Unless other arrangements have been made with the Human Resources Department, the Project Manager is expected to be at the meetings in person.

Conduct

The Contractor's employees are expected to exhibit professional, respectful and courteous conduct and an appropriate appearance at all times. Contractor employees are to be respectful to school personnel, students, and visitors. Any conduct or appearance deemed inappropriate by NPS Management will be grounds for removal from NPS property.

Possession and/or use and/or being under the influence of alcohol, marijuana, tobacco, vapins, e-cigarettes or illegal drugs are prohibited on NPS property. Violation of this provision shall be cause for the immediate removal of the employee from City property and from any further work under this contract. Use or possession of legally prescribed or over-the-counter medication is not prohibited. However, Contractor's employees taking medications are expected to not endanger themselves or others by being unable to work effectively and safely, while under the medication.

Guns, knives or any other recognized weapons or any tools or instruments intended for use as weapons are not allowed upon NPS property. Possession of a weapon on the grounds or property of NPS, regardless of whether the weapon is on the person of the employee or in a location of the employee's knowledge, shall be cause for the immediate removal of the employee from NPS property and from any further work under this contract.

Project Manager

The Contractor shall assign a full-time Project Manager to facilitate the needs of this contract with the approval of NPS authorized personnel. It is very important that NPS personnel interview any candidate to ensure that the proposed Project Manager is a good fit for NPS. The Contractor must replace a Project Manager when requested by NPS. The Human Resources Director or his/her designee will monitor the performance of the Contractor on an ongoing basis. **On-site NPS office space for Contractor's employee(s) is encouraged and can be available upon request.**

CORI/SORI Requirements

As a condition of the award of any contract pursuant to this Request for Proposals, and prior to commencement of any work, the successful Contractor agrees to complete CORI and SORI and fingerprint checks on all substitute staff. The Contractor will furnish result reports to NPS' designee. The Contractor will also provide completed and signed CORI and SORI Request Forms to NPS for their own background checks. The contractor shall incur no cost for CORI / SORI checks conducted by NPS.

Employees

The Contractor is solely responsible for all matters concerning the recruitment, performance and retention of their employees. The Contractor must fully comply with all federal, state and local laws and regulations regarding employment and immigration, including nondiscrimination, compensation, taxation, benefits, etc. Only persons who have received the proper screening and training, prior to employment, shall be assigned duties under this contract. The Contractor is responsible for ensuring all substitute teachers receive training and maintain required certifications. The Contractor must provide written documentation that any employee working on an NPS site has received this training.

The Contractor shall supply NPS a daily list of all employees including substitute teacher employees assigned to each school location. This list shall be updated as employees are hired or terminated (removed). The Human Resources Director for NPS or his/her designee must be notified in writing prior to any new employee or substitute employee entering any school building. Such notice must be provided at least ten (10) business days prior to the intended start date for the employee.

The required background checks must have been completed. Notification shall include the name, current address of the employee, completed and signed CORI/SORI forms, and former employer information of the proposed employee. Failure of the Contractor to follow these requirements may be cause for immediate termination of the contract and possible legal action.

Hiring Standards

The Contractor agrees that it will not discriminate against any employee or applicant. In compliance with state and federal laws, NPS is committed to equity, anti-racism and a nondiscrimination policy for students, employees and prospective applicants. All educational and employment determinations are based on an individual's qualifications and achievements without regard to race, color, religion, sex, sexual orientation, age, pregnancy, gender identity, genetic information, national origin, ancestry, homelessness, physical or mental disability, veteran status, or any other basis prohibited by state and/or federal statute. The Contractor further agrees that it will comply with all laws, local by-laws, rules, and regulations of the Massachusetts Department of Labor and all other regulatory bodies having jurisdiction. The Contractor shall use qualified personnel who are directly employed and supervised by the Contractor. The Contractor shall conduct their own background investigation CORI and SORI on all employees. All employees shall be carefully selected, well trained, and motivated to provide superior service. Furthermore, no employee of the Contractor or any subcontractor for the Contractor shall begin work in a school building without first being approved by NPS. The Contractor further agrees that all employees who work in a school building will submit to a separate CORI/SORI investigation conducted by the School Department every three years, as well as the national background check. The national background check must be completed prior to the start of the contract, or upon initial hire for employees of the Contractor who are hired after September 1. In addition, the School Department reserves the right to require that employees of the Contractor who work in a school building display identification at all times. In such an event, NPS will provide identification to be picked up at each school's main office by the Contractor's employees at the start of the work day.

Indemnify

The Contractor agrees to guarantee and indemnify the City against all damages or loss the City may incur or sustain by or through the misconduct or negligence of any employee of the Contractor during the performance of services required by this contract. The Contractor further agrees to maintain adequate insurance to ensure compliance with the above provision. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the City, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, damages, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his/her employees, agents, subcontractors or material persons. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the City for damage caused by his/her employees, agents, subcontractors or material persons, including damages caused by his/her negligence or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the City's gross negligence or willful misconduct.

Identification

All Contractor employees shall be required to wear a badge that identifies the worker as an employee of the Contractor's workforce and will be worn at all times while working in the buildings and/or around the grounds of the buildings. The School Department reserves the right to provide identification to the Contractor's employee(s), and to require that employees of the Contractor who work in school buildings display such identification at all times.

Massachusetts Right-To-Know

Massachusetts General Laws (Chapter 111F) requires that all employers in the Commonwealth of Massachusetts establish and maintain a central workplace file of complete and up-to-date Material Safety Data Sheets (MSDS) for all products, which the successful bidders supply: and which contain or may contain regulated toxic or hazardous substances recorded on the Massachusetts Substance List (MSL) The successful bidder(s) shall place labels detailing MSL toxic or hazardous substances on all containers containing chemicals or chemical derivatives. Compliance with this law is mandatory on the part of all successful bidders.

Parking

Due to parking constraints, the Contractor's employees may be requested to use street parking if available. Street parking shall not be used for periods of time other than the work shift.

Performance Tracking

It is important to measure the Contractor's performance to ensure that the contract is in compliance with what has been requested. NPS expects that the contractor will not only fulfill the staffing services as stated in the RFP but will also provide monthly reports and detailed invoices that document services rendered.

Complaints

Human Resources Director or designee can submit complaints orally or in writing to the Project Manager. NPS may also submit complaints in writing to the Contractor for immediate resolution pertaining to any condition of compliance with contractual provisions. Immediate attention and resolution given to complaints and the number of complaints filed will be the criteria used for measuring performance.

School Calendar

The 2021-2022 Newton Public School Calendar has been established and is included in **Attachment F**. The school calendars for 2022-2023 and 2023–2024 have NOT been established but should be similar in structure to the 2021-2022 school year.

Subcontracting

It is understood that the services to be provided under any contract resulting from this RFP shall be done by the Contractor's employees. Should subcontractors be used to provide substitute staffing services, the Contractor must obtain advanced written approval from NPS's Human Resources Director. It is understood that no additional compensation shall be given or construed for approval of such work that may be done by subcontractors. It is also understood and required, that the Contractor will disclose all conditions and requirements of the contract and obtain in writing from the subcontractors that they understand and will comply with all its requirements. Under no circumstance, will the Contractor be relieved of any responsibility or liability of an action or inaction by subcontractors and their agents or employees in the performance of the services rendered. The Contractor shall employ a sufficient number of qualified/certified teachers who are thoroughly experienced in this type of work.

VI. MINIMUM CRITERIA

All proposals must have a section in their proposal labeled MINIMUM CRITERIA and must provide all necessary documentation as evidence that they meet each of the following Minimum Criteria in order to be considered for further evaluation. If the Contractor has placed its documentation elsewhere in this Technical Proposal, the Contractor shall indicate the page number where that documentation can be found within the Technical Proposal. **If documentation or identification of page number is not clearly evident for each criterion, the proposal may be deemed unresponsive.**

1. Proposer has successfully provided substitute staffing services for a minimum of three (3) public schools, education institutions or other related industries in the northeast in the last five (5) years and developed recommendations and implementation programs that fully satisfied the school, federal, and state law needs and requirements. One district or educational institution consisting of a minimum of ten (10) schools and a minimum of 5,000 attending students is preferred.
2. The Proposer has the ability to provide a 25% Performance Bond prior to contract execution.
3. Price Proposal (Attachment A) w/ Signature
4. Technical Proposal Cover Sheet (Attachment B)
5. Bidder's Qualifications & Reference Form (Attachment C), 2 pages
6. Certificate of Non-Collusion (Attachment D), 1 page
7. Certification of Tax Compliance (Attachment E), 1 page
8. Certificate of Foreign Corporation (if applicable) (Attachment F), 1 page
9. Debarment Letter (Attachment G), 1 page

10. IRS Form W-9 (Attachment H), 1 page

11. Proposer must submit with its proposal a comprehensive list of assumptions used in the preparation of its financial proposal set forth in Attachment A.

VII. EVALUATION COMPARATIVE CRITERIA

The evaluation of each proposal for STS services will be based upon the five (5) “Comparative Criteria” described in this section. Proposals which meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any proposer to provide additional supporting documentation in order to verify a response.

The Evaluation Committee will assign ratings of Highly Advantageous (HA); Advantageous (A); or Not Advantageous (NA) will be given to each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

The Comparative Criteria are as follows:

1. Interviews

The Evaluation Committee will schedule interviews with all proposers who have met the Minimum Criteria and are responsive to this RFP. At the start of the interview, the proposer will have up to twenty (20) minutes to present a company background and presentation. The Evaluation Committee will prepare ten (10) questions, which will be asked of all proposers after the presentation.

Highly Advantageous: Proposed Project Manager and at least one other key team member for this project were present, communicated a comprehensive detailed plan of action, and successfully responded to all ten (10) questions from the Evaluation Committee.

Advantageous: Proposed Project Manager and at least one other key team member for this project were present, communicated a comprehensive detailed plan of action, and successfully responded to a minimum of seven (7) questions from the Evaluation Committee

Not Advantageous: Proposed Project Manager and at least one other key team member for this project were present, but did not communicate a comprehensive detailed plan of action and/or successfully responded to fewer than seven (7) of the ten (10) questions from the Evaluation Committee.

2. Quality of References

The Proposer must provide high quality references for work the Proposer has completed at other public school districts, educational institutions or other professional institutions.

Highly Advantageous: All references provided excellent recommendations and at least three (3) references reported that their substitute teachers and special education teaching assistants’ needs were met.

Advantageous: All references provided excellent recommendations and at least one (1) reference reported that their substitute teachers and special education teaching assistants’ needs were met.

Not Advantageous: Fewer than three (3) references provided excellent recommendations and/or no references reported that their substitute teachers and special education teaching assistants’ needs were met.

3. Experience

Proposer has a minimum of five (5) years’ experience in successfully providing substitute teacher and special education teaching assistant or other professional staffing services to public school districts, educational institutions or other related industries. Experience is also to include but shall not be limited to all of the following: providing successful placement/tracking software system, and providing detailed reports and invoices including substitute teacher and other professional staff names and dates and locations where work was performed.

Highly Advantageous: The Proposer has provided more than three (3) project examples of managing and successfully placing substitute teachers and special education teaching assistants with at least one district or educational institution with a minimum of ten (10) schools and a minimum of 5,000 attending students.

Advantageous: The Proposer has provided three (3) project examples of managing and successfully placing substitute teachers and special education teaching assistants or other professionals with at least one district, educational institution or other related industry with a minimum of six (6) schools and a minimum of 4,000 attending students.

Not Advantageous: The Proposer has provided fewer than three (3) project examples of managing and successfully placing substitute teachers and special education teaching assistants or other professionals outside of educational institutions.

4. **Availability of Staff:**

It is critical that the Contractor has the qualified/certified substitute teachers and special education teaching assistants available for both planned and emergency coverage situations. These substitutes must be qualified for both regular and/or special education programs.

Highly Advantageous: The Contractor will have ample staff available on short notice to respond to emergency situations. The Contractor will have a minimum of sixty (60) available personnel, both regular and special education teachers, and a minimum of fifty (50) special education teaching assistants will utilize fill-in staff in the event of an employee absence. The Contractor will have a minimum of 70% of personnel residing in Massachusetts. The Contractor will have the ability to regularly recruit, screen and hire in Massachusetts.

Advantageous: The Contractor will have staff available on short notice to respond to emergency situations. The Contractor will have up to a minimum of fifty (50) available personnel, both regular and special education teachers and a minimum of forty (40) special education teaching assistants and will utilize fill-in staff in the event of any employee absence. The Contractor will have a minimum of 50% of personnel residing in Massachusetts. The Contractor will have the ability to regularly recruit, screen and hire in Massachusetts.

Not Advantageous: The Contractor does not have adequate staff available on short notice to respond to emergency situations. The Contractor has less than fifty (50) teacher personnel and less than forty (40) special education teaching assistants able to provide fill-in staff in the event of employee absence. The Contractor has less than 40% of personnel residing in Massachusetts. The Contractor does not have the ability to regularly recruit, screen and hire in Massachusetts.

4. **Startup Plan**

The startup plan must include detailed identification of tasks, timelines, and resources required to ensure a seamless continuity of services. The Proposer shall provide a transition plan that details the successful implementation and management of substitute staffing services in schools PS-12. Provide a comprehensive detailed transition/start up plan from pre-planning July 2021 through the implementation of services through September 30, 2021. A responsive and responsible startup plan must be a comprehensive and detailed plan regarding employee recruitment, employee training, employee retention and database maintenance, utilization of software tracking system, generation of invoices and reports and any other relevant tasks needed for implementation. This plan must be submitted in an Excel format and must be customized to NPS's requirements.

Highly Advantageous: The Proposer's proposed transition plan addresses a comprehensive detailed plan of all six (6) areas as listed above.

Advantageous: The Proposer's proposed transition plan addresses a comprehensive detailed plan of at least four (4) areas requested as listed above.

Not Advantageous: The Proposer's proposed transition plan is not comprehensive and detailed and addresses fewer than four (4) areas requested as listed above.

VIII. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The Technical Proposals will be evaluated by the NPS School Committee's Evaluation Committee which will rate the proposals. All Proposers meeting the Minimum Criteria who are responsive to this RFP will be finalists to be interviewed. The interviews will be conducted by the Evaluation Committee. Upon the final review and approval of the evaluations, the Price Proposals will then be opened and evaluated by the *Chief Procurement Officer*.

The contract will be awarded to the responsive and responsible proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price.

Any proposers who submit a price that is abnormally low or high, as determined by the City, may be rejected as unrealistic. All proposals shall remain firm for 90 days after the deadline for submission of proposals.

In evaluating Proposals, NPS will consider the qualifications of only those Proposers whose proposals are in compliance with the prescribed requirements. NPS reserves the right to reject any proposal if the evidence submitted by, or the subsequent investigation of such Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of the contract.

IX. PROPOSAL SUBMISSION REQUIREMENTS

1. **Price Proposal.** Proposer must include its Price Proposal (**Attachment A**) in a separate, sealed envelope from the Technical Proposal. This completed Price Proposal form shall be signed by an authorized representative of the Proposer.
2. **Technical Proposal.** Proposer's Technical Proposal shall be signed by a duly authorized representative of the Proposer and submitted with the **Attachment B** cover sheet, attached hereto. The Technical Proposal shall include narrative descriptions for Comparative Criteria contained in Section VII, as well as all other information (other than price) requested in this RFP. Each narrative description shall be typewritten on a separate page with the item number and category at the top and the name of the Proposer at the bottom.
3. **Addenda.** Addenda, if any, will be emailed to every individual or firm on record as having taken a copy of the RFP. If you have downloaded the RFP from the internet, you must make your company known to the City Purchasing Dept. by emailing or faxing your company's: name, address, phone and fax number and include the RFP NUMBER (#21-59) to assure that you will receive notice of any addenda. It is the Contractor's sole responsibility to ensure that it has received all addenda prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the RFP and on the City's website www.newtonma.gov/bids.

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ATTACHMENT A

SUBSTITUTE TEACHER & TEACHER AIDE STAFFING SERVICES FOR NPS PS-12

PRICE PROPOSAL

This form must be completed and placed in a separate sealed envelope marked as below:

**CITY OF NEWTON
PURCHASING DEPARTMENT
PRICE PROPOSAL**

RFP #21-59 SUBSTITUTE TEACHER & TEACHER AIDE STAFFING SERVICES FOR NPS PS-12 PRICE PROPOSAL

COMPANY NAME: _____

The Price Proposal must be submitted without “conditions or exceptions” and must be submitted **under separate cover and in a sealed envelope.**

Price Proposal for **Substitute Teacher and Special Education Teaching Assistant Staffing Services for NPS PS-12** will be the Grand Total for Lines 01 through 12, below.

This bid is based on estimated numbers of service days, which are the City’s best estimate based on prior experience. Actual number of days may be more or less than those estimated. Regardless of the number of days, the daily rates shall be those set forth in this Price Proposal.

Proposer acknowledges the following Addenda _____, _____, _____,

Name (Print): _____ Signature: _____

Company: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Tel: _____ Fax: _____

Email: _____

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A. Price Proposal – Substitute Teacher Staffing Services for NPS K-8 and Special Education Teaching Assistants for NPS PS-12

SUBSTITUTE TEACHERS

Line 01) First Year

Daily Rate of \$120.46 (9/01/21 - 01/31/22) and \$121.36 (02/01/22 - 06/30/2022) OR an average of **\$120.91**

_____ + markup = \$ _____ per day x 3,500 days = _____

Line 02) Second Year

Daily Rate of \$123.48 (9/01/22 - 01/31/23) and \$124.71 (02/01/23 - 06/30/2023) OR and average of **\$124.10**

_____ + markup = \$ _____ per day x 3,500 days = _____

Line 03) Third Year

Daily Rate of \$124.71 (*may be adjusted in 09/01/23 - 06/30/24 TBD) OR **\$124.71**

_____ + markup = \$ _____ per day x 3,500 days = _____

LONG TERM SUBSTITUTE TEACHERS

Line 04) First Year

Daily Rate of \$175.00 _____ + markup = \$ _____ per day x 500 days = _____

Line 05) Second Year

Daily Rate of \$175.00 _____ + markup = \$ _____ per day x 500 days = _____

Line 06) Third Year

Daily Rate of \$175.00 _____ + markup = \$ _____ per day x 500 days = _____

Year 1 Sub Total (Add Lines 01 & 04) \$ _____

Year 2 Sub Total (Add Lines 02 & 05) \$ _____

Year 3 Sub Total (Add Lines 03 & 06) \$ _____

Total for Lines 01 - 06 \$ _____

B. Price Proposal – Substitute Special Education Teaching Assistant Staffing Services (Categories 1 & 2)

Category 1 Time sheet Assistants

Line 07) First Year

Hourly Rate of \$20.63 (09/01/21 - 01/31/22) and \$20.78 (02/01/22 - 06/30/22) OR an average of **\$20.71**

x 5 hours _____ + markup = \$ _____ per day x 2,250 days = _____

Line 08) Second Year

Hourly Rate of \$21.61 (09/01/22 - 01/31/23) and \$21.83 (02/01/23 - 06/30/23) OR an average of **\$21.71**

x 5 hours _____ + markup = \$ _____ per day x 2,250 days = _____

Line 09) Third Year

Hourly Rate of \$21.83 (*may be adjusted in 09/01/23 - 06/30/24 TBD) OR **\$21.83**

x 5 hours _____ + markup = \$ _____ per day x 2,250 days = _____

Category 2 Behavioral Assistants

Line 10) First Year

Hourly Rate of \$25.86 (09/01/21 - 01/31/22) and \$26.06 (02/01/22 - 06/30/22 OR an average of **\$25.96**

x 5 hours _____ + markup = \$ _____ per day x 2,250 days = _____

Line 11) Second Year

Hourly Rate of \$27.30 (09/01/21 - 01/31/22) and \$27.58 (02/01/22 - 06/30/22 OR an average of **\$27.44**

x 5 hours _____ + markup = \$ _____ per day x 2,250 days = _____

Line 12) Third Year

Hourly Rate of \$27.58 (*may be adjusted in 09/01/23 - 06/30/24 TBD) OR **\$27.58**

x 5 hours _____ + markup = \$ _____ per day x 2,250 days = _____

GRAND TOTAL FOR LINES 01 – 12 \$ _____

GRAND TOTAL IN WORDS _____

Additional Price Proposal Information:

Fee to Hire: NPS prefers not to pay any fee to hire charges. We strongly believe that the possibility of substitutes becoming full or part-time employment opportunities help encourage successful recruitment by the Contractor. In the event that there is a Fee to Hire percentage charge based on annual salary, please enter in below. If the Contractor does not charge a Fee to Hire please enter zero on line below. NPS reserves the right to negotiate any Hiring Fee prior to any employment offer. Please refer to page 10 Section A #17 within this proposal for additional information.

Line 13) Contractor Fee to Hire percentage charged to NPS during 1 to 90 days of service _____%

Line 14) Contractor Fee to Hire percentage charged to NPS during 91 to 180 days of service _____%

After 180 days of STS placement or after 90 days of termination of contract = zero (0) fees charged to NPS.

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ATTACHMENT B

SUBSTITUTE TEACHER & TEACHER AIDE STAFFING SERVICE FOR NPS PS - 12

TECHNICAL PROPOSAL COVER SHEET

This form and accompanying materials must be completed and placed in a separate sealed envelope marked
“RFP #21-59 – SUBSTITUTE TEACHER STAFFING SERVICES FOR NPS PS-12 – TECHNICAL PROPOSAL”

This proposal includes addenda number(s) _____, _____, _____, _____,

Name of Proposer: _____

Address: _____

Telephone: _____

Signature of Duly Authorized Representative of Proposer:

Signature: _____

Name: _____

(Please print clearly)

Title: _____

Dated: _____

**RFP #21-59 – SUBSTITUTE TEACHER & TEACHER AIDE STAFFING SERVICE FOR NPS PS-12
TECHNICAL PROPOSAL**

[Proposer's Management Plan]

ATTACHMENT C

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add an additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

- 1. FIRM NAME: _____
- 2. WHEN ORGANIZED: _____
- 3. INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____
- 4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO

* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____ TELEPHONE #: (____) _____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

ATTACHMENT D

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

ATTACHMENT E

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name: _____

Date: _____

OR

Company Name
(Corporation, Partnership, LLC, etc.)

By: _____
**Corporate Officer (Mandatory)

Print Name: _____

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

ATTACHMENT F

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

(Jurisdiction)

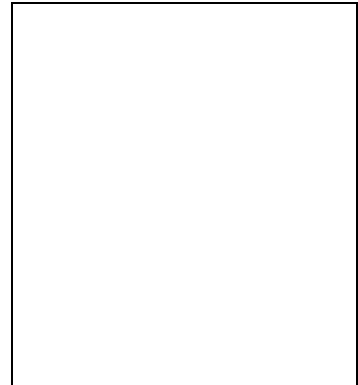
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal

Signature of person signing proposal

Name of Business (Please Print or Type)

Affix Corporate Seal here



ATTACHMENT G

City of Newton



Mayor
Ruthanne Fuller

PURCHASING DEPARTMENT
NICHOLAS READ *CHIEF PROCUREMENT OFFICER*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #21-59

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(Name)
(Company)
(Address)
(Address)

PHONE _____ FAX _____

EMAIL _____

Signature

Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

ATTACHMENT H

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown)	
Business name	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Limited liability company. Enter the tax classification (=disregarded entity, C=corporation, P=pa <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Name	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

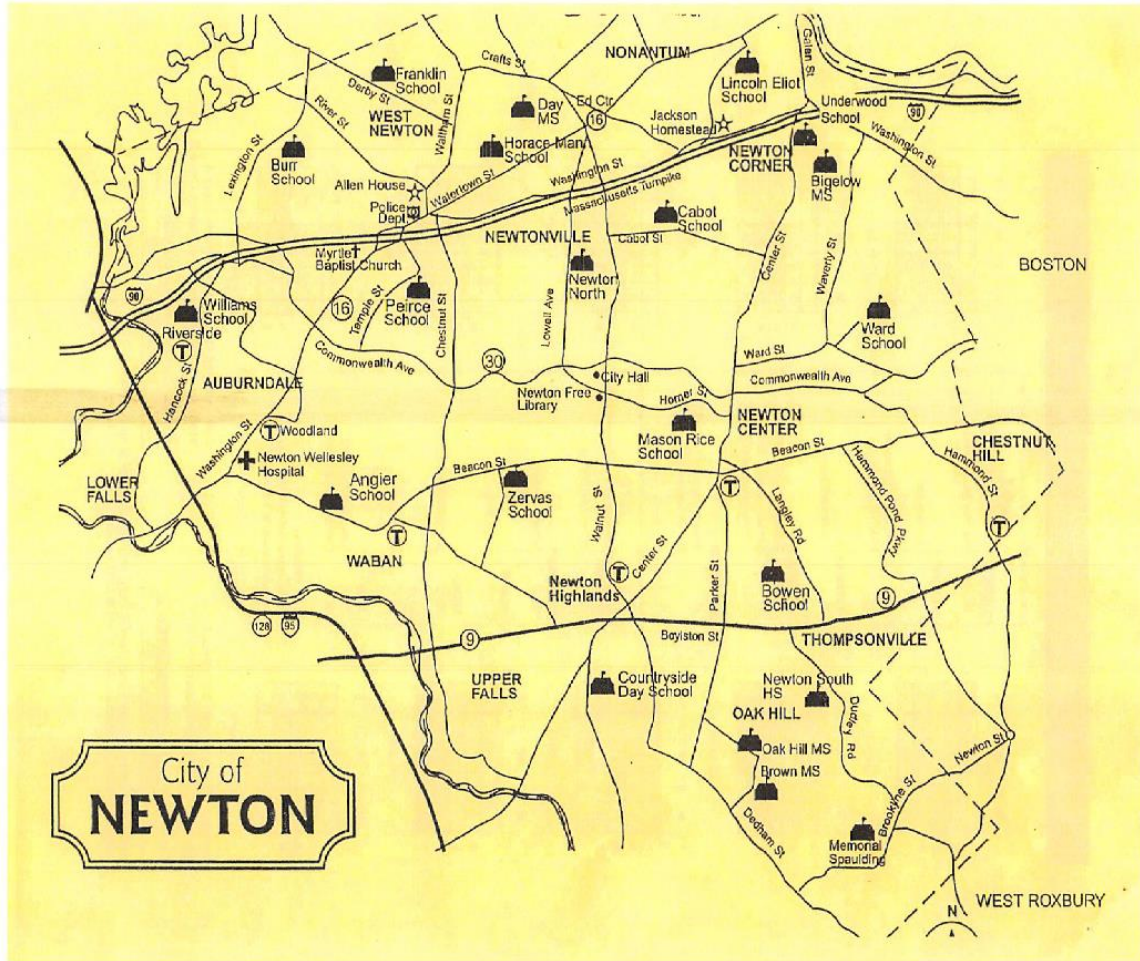
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT J

NPS Map of School Locations



CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

**CITY – CONTRACTOR AGREEMENT
FOR
SUBSTITUTE TEACHER & TEACHER AIDE STAFFING SERVICES FOR NPS**

This Agreement is entered into by and between _____, (hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Human Resources Executive Director but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of SUBSTITUTE TEACHER STAFFING SERVICES and

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- NPS's Request for Proposal No. #21-59, dated April 8, 2021, issued by Nicholas Read, Chief Procurement Officer (hereinafter "Request for Proposals");

--Technical and Price Proposal of _____, each dated _____, 2021 and signed by _____, (hereinafter, "Contractor's Proposal");

2. Scope of Work

The Contractor shall perform the tasks outlined in the Request for Proposal, "Scope of Services." The NPS Human Resources Executive Director shall designate a contact person from his/her staff to work with the Contractor.

3. Term of Agreement

The term of the contract shall extend from the day of contract execution through June 30, 2022. There will be two one-year renewal options available through June 30, 2024 at the sole discretion and approval by the City, with no change in the contract terms and conditions and price.

4. Payment Procedures

Contractor will invoice monthly, as determined by the terms of this contract

5. Reporting procedures

The Contractor is required to submit daily checklist reports and is required to receive pre-approval from NPS' Human Resources Director or his designee for any additional work discussed.

6. Indemnification

The Contractor acknowledges and agrees that he is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of his employees and agents hereunder and agrees that he will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

7. Insurance

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c. 149, s. 34 and c. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury \$1,000,000 each occurrence \$2,000,000 aggregate

Property Damage \$1,000,000 each occurrence \$2,000,000 aggregate

VEHICLE LIABILITY

Personal Injury \$500,000 each person, \$1,000,000 aggregate

Property Damage \$300,000

The City shall be named as additional insured on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9. Non-assignability

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

10. Entire Agreement

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals to this and three like originals.

CONTRACTOR

CITY OF NEWTON

By _____

By _____

Print Name _____

Chief Procurement Officer

Title _____

Date _____

Date _____

By _____

School Committee Chair

Affix Corporate Seal Here

Date _____

Monies are obligated by this agreement
are available in account number

Approved as to Legal Form and Character

I further certify that the Mayor, or her
designee, is authorized to execute contracts
and approve change orders.

By _____

Associate City Solicitor

By _____

Date _____

V. *Comptroller of Accounts*

CONTRACT APPROVED

Date _____

By _____

Mayor or her designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2021 for the construction of _____ in Newton, Massachusetts.

(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ___day of _____ 2013.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____