



REQUEST FOR QUOTE

for

Contracted Safety Team Staffing Services

APRIL 15, 2019

ASPIRA Inc. of Pennsylvania



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Background.

ASPIRA Inc. of Pennsylvania (“ASPIRA” or “ASPIRA of PA”) is located at 5322 N. 5th Street in the City of Philadelphia and operates as a Charter Management Organization providing a range of services to a series of charter schools (“ASPIRA Schools”) operating under charters issued by the School District of Philadelphia (the “SDP”). ASPIRA Schools are a network of 5 charter schools that serve over 4,100 students in North Philadelphia. ASPIRA of PA provides a range of services to support the operation of the schools, including unarmed safety team staffing. The primary duties of the safety team are to ensure the safety of both students and staff, and support a school climate focused on meeting the needs of all students in an environment where teaching and learning can flourish.

1. Instructions for Quote.

1.1. ASPIRA of PA, through this RFQ, is requesting bids for staffing of unarmed Safety Team Workers (STWs) for *each specific* version of the services specified in section 3.1 (“Scope of Services” or “Services”) as follows:

- a) Hourly rate for **12** Contracted STW Staff at ASPIRA Education Campus located at 6301 N. 2nd Street, Philadelphia, PA 19120
- b) Hourly rate for **10** Contracted STW Staff at John B. Stetson Charter School located at 3200 B Street, Philadelphia, PA 19134
- c) Hourly rate for **5** Contracted STW Staff at Antonia Pantoja Charter School located at 4101 American Street, Philadelphia, PA 19140
- d) Hourly rate for **29** Contracted STW Staff at Olney Charter High School located at 100 W. Duncannon Street, Philadelphia, PA 19120
- e) Hourly rate for **56** Contracted STW Staff at the locations listed in (a)-(d) above
- f) Hourly rate for **41** Contracted STW Staff at the locations listed in (a) and (d) above

1.2. Bids should include a schedule of annual training(s) that Service Provider will provide to its Contracted STW Staff at no cost to ASPIRA.

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1.3. Clarifying questions regarding this RFQ and its specifications must be submitted by May 1, 2019. Answers to all questions received by May 1, 2019 will be shared by May 3, 2019 with all bidders who request receipt.

1.4. Any and all bids will not be accepted after 11:30 a.m. on May 8, 2019.

1.5. An Evaluation Committee designated by ASPIRA will evaluate and score all bids.

2. Term.

2.1. The term of any Agreement (the “**Term**”) shall begin August 1, 2019 and shall end June 30, 2020.

2.2. Service Providers shall commence providing the Services on the first day of the Term and shall continue to provide the Services through and until the earlier of the last day for staff at the assigned school in June 2020 or the expiration of the Term, or sooner termination of any Agreement.

2.3. Service Providers shall have the full complement of quoted Contracted STW Staff available for onsite training by ASPIRA by August 1, 2019 or earlier if mutually agreed by both parties.

3. General Requirements of the Services Requested.

3.1. Scope of Services. ASPIRA seeks Service Providers who can establish and maintain the quoted number of unarmed Contracted STW Staffing with the qualifications, training and experience to meet the requirements and perform the duties outlined in the job description in Attachment A.

3.2. Work Hours. During the term of the agreement, contracted STW Staff will be required to work from 7:45am – 4:00pm on Mondays, Tuesdays, Thursday’s and Friday’s, and from 7:45am-2:00pm on Wednesdays, including a 30-minute lunch break each day. Hours outside this schedule will be at the discretion of ASPIRA Supervisors, and will be assigned on a rotating schedule to Contracted STW Staff and in consultation with the Service Provider.

3.3. Uniforms. ASPIRA will provide Service Providers with an initial supply of 3 shirts for each Contracted STW Staff member, and jackets for Fall/Winter weather requirements. Service Providers will be responsible for supplying pants and, after the initial supply, shirts. Pants and shirts supplied by the Service Provider must meet ASPIRA specifications and approval. The Service Provider will also be responsible for replacement of jackets supplied by ASPIRA.

3.4. Equipment. ASPIRA shall supply all equipment necessary to perform the required job duties listed in Attachment A. Service Providers shall be responsible for replacement of any equipment not returned by a Contracted STW Staff person or damaged outside the normal course of performing the required job duties during working hours.

3.5. Training. Service Providers shall make Contracted STW Staff available for training by ASPIRA, as well as to participate directly in such training to ensure reinforcement of performance expectations. Service Providers shall be compensated at 85% of the quoted rate for Contracted STW Staff who attend ASPIRA training in August prior to the first scheduled day for students.

3.6. Background Checks. Before an individual STW commences to perform any Services on behalf of the Service Provider, the Service Providers shall submit to ASPIRA, on behalf

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of each of Service Provider's employees, officers, agents, servants, volunteers who will have direct contact with children while performing any of the Services (each, a "**Service Providers Direct Provider**"), the following original documentation issued or processed by the Commonwealth of Pennsylvania within one (1) year prior to such Service Providers Direct Provider commencing to perform any Services:

- a) a criminal history record information report,
- b) a child abuse history official clearance statement,
- c) an FBI fingerprint report,
- d) a physical, including TB test; and
- e) any other documentation that may be required from time to time under applicable Legal Requirements.

3.7. Qualifications of Service Provider's Staff. All Service Providers and Service Provider's staff providing Services under this Agreement must be certified and licensed as required by applicable Legal Requirements.

3.8. Legal Requirements. Service Providers shall provide and perform the Services in accordance with all applicable federal, state, and local statutes, ordinances, resolutions and regulations, including, without limitation, the Pennsylvania Public School Code (24 P.S. Sections 13-1301 *et seq.*), the rules, regulations and policies of the Pennsylvania Department of Education, and the "Federal Privacy Laws" (specifically the Family Education Rights and Privacy Act - "FERPA"), collectively, the "**Legal Requirements**".

4. Insurance.

At all times during the Term, Service Providers and ASPIRA, shall each, at their own expense, procure and maintain the types and minimum limits of insurance specified below. Such insurance shall be provided by insurers authorized to do business in the Commonwealth of Pennsylvania and which have at least an A- (Excellent)/FSC-XI rating from A.M. Best. All insurance herein, except the professional liability insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. Service Providers shall name ASPIRA as an additional insured on the general liability insurance policy, and ASPIRA shall name Service Providers as an additional insured on the general liability insurance policy. Prior to commencing the Service, and upon request throughout the Term, The Service Provider shall submit a Certificate of Insurance evidencing the insurance as specified in this 4.1 through 4.3 below.

4.1. Workers' Compensation and Employer's Liability. Workers' Compensation limits shall be the statutory limits and employers' liability insurance, with limits of (1) \$100,000 Each Accident-Bodily Injury by Accident; (2) \$100,000 Each Employee-Bodily Injury by Disease; and (3) \$500,000 Policy Limit-Bodily Injury by Disease.

4.2. General Liability Insurance. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$2,000,000 aggregate for products and completed operations. The general liability insurance shall cover: premises operations; blanket contractual liability, personal injury liability; products and completed operations; independent

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contractors, employees and volunteers as additional insured; cross liability; broad form property damage (including completed operations).

4.3. Professional Liability Insurance. Limit of Liability: \$1,000,000 with a deductible not to exceed \$100,000. The professional liability insurance shall cover errors and omissions, including liability assumed under this Agreement, which may be written on a claims-made basis, provided that coverage for occurrences arising out of the Agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least three (3) years after the expiration or sooner termination of this Agreement, or providing for an extended reporting period of three (3) years after cancellation of the policy.

5. Default by Service Provider.

5.1. In the event Service Provider fails in any material way to comply with any term, covenant or condition set forth in a final agreement, and such failure continues for 30 days following written notice to Service Provider thereof by ASPIRA, such failure shall constitute an event of default by the Service Provider hereunder. In the event of a default by Service Provider that continues beyond the applicable cure period, then ASPIRA may, without further notice or demand to Service Provider, pursue any or all of the following remedies: (i) terminate this Agreement by giving Service Provider notice of termination, and in which case the final agreement shall terminate and be of no further force or effect, except with respect to obligations that have accrued prior to such termination and those that are expressly intended to survive termination; and/or (ii) any other legal or equitable remedy available to ASPIRA, including but not limited to a legal action for breach and damages against Service Provider. ASPIRA may elect, in its sole discretion, not to exercise any of the above remedies and may permit Service Provider to continue to perform the Services. No such election or extension by ASPIRA shall operate as a waiver of any of ASPIRA rights under any agreement.

Attachment A

STW Job Description

REQUEST PRIOR TO BID