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## **Ben Hill County Schools**

509 West Palm Street

**Fitzgerald, Georgia 31750**

Telephone 229-409-5500 • Fax 229-409-5513

# **REQUEST FOR PROPOSALS**

## **Substitute Staffing Services**

**January 2019**

## **REQUEST FOR PROPOSALS**

### **I. Introduction:**

The Ben Hill County School District (hereafter the "District") invites qualified Contractors (hereafter "Contractor/s") to submit a proposal in accordance with the terms and conditions of this Request for Proposals (hereafter "RFP").

### **II. Background Information:**

The District is located in the City of Fitzgerald, and in Ben Hill County, Georgia, with its central office located at 509 W. Palm Street, Fitzgerald, Georgia 31750. There are five (5) separate school sites within the District.

### **III. General Conditions:**

This RFP is not a contract offer. A proposal submitted by a qualified Contractor neither commits the District to award a contract to any Contractor, nor limits its rights to negotiate in its best interest.

### **IV. Request for Proposals ("RFP"):**

The District is currently seeking proposals from qualified Contractors that provide the service of managing, employing, and providing substitute teachers and substitute paraprofessionals to school systems. The District desires that the Contractor employ and provide temporary and qualified substitute teachers and paraprofessionals to the District on an as needed basis and provide all necessary services and resources ancillary to the employment and provision of such substitute services such as management, training, discipline, benefits, workers compensation insurance, taxes, tax holdings, licensing, background checks, support equipment, and supplies. The District will pay the Contractor a fixed fee per substitute assignment. It is the District's desire that all employees currently used as substitutes by the District be offered employment by the successful Contractor. The District seeks to ensure that competent

temporary substitute teachers and paraprofessionals are available to staff the schools when permanent employees are not available to perform their duties and responsibilities. The District reserves the right to limit services to a specific position, grade level or school building.

**V. Compliance with O.C.G.A. sec. 20-2-506**

Any contract awarded under this RFP shall comply with O.C.G.A. sec. 20-2-506 and shall terminate absolutely and without further obligation on the part of the District at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. Any contract awarded shall be automatically renewed on July 1 of each fiscal year following execution of the contract unless the District or Contractor provide written notice of their intention to terminate the contract prior to 30 days of termination date. Either party may in its sole discretion terminate any contract awarded on 30 days written notice with or without cause. Any contract awarded shall state the total obligation of the District for the fiscal year of execution and shall further state the total obligation which shall be incurred each fiscal year renewal term if renewed.

**VI. Required Terms and Conditions of the Contract:**

The successful Contractor must also agree to the following terms and conditions:

1. The Contractor will supply sufficient trained and qualified per diem substitute teachers and paraprofessionals on an "as-needed" basis throughout the school year. The Contractor must acknowledge that the needs of the District may increase or decrease during the school year and must agree to meet the ongoing District staffing needs.
2. The Contractor will establish the terms and conditions under which its employees shall be hired and work.
3. The Contractor will have the sole responsibility to employ, compensate, and manage its employees.
4. All of Contractors employees will comply with all rules, regulations and policies of the District while providing services to the District. Employees of the successful Contractor must be thoroughly trained, qualified, and capable of performing the work assigned to them.
5. The selected Contractor and its employees shall comply with all applicable Federal and State laws, rules and regulations, including, but not limited to, wage and hour requirements drug free workplace requirements, and antidiscrimination laws.
6. The selected Contractor must complete background checks through Cogent on each of its employees assigned to the District. Background check must conform to state requirements for employment in a public school system in Georgia.



7. The Contractor will ensure that all employees have submitted a completed, signed and dated federal form I-9. In addition, the Contractor will ensure the documents submitted as part of the I-9 requirements are valid.
8. Each substitute employee must be licensed as required by law and before any employee can work in the District, he or she must be qualified as required by law and District policy.
9. The Contractor shall insure that its employees are thoroughly trained and qualified, and capable of performing the work assigned to them.
10. The Contractor and its employees shall abide by all federal and state laws, the Code of Ethics for Educators, school handbooks, and board policies and regulations, including but not limited to those provisions prohibiting discrimination, harassment, bullying, drug and alcohol use, and those provisions that require that child abuse and or neglect be timely reported. The Contractor shall provide appropriate training to insure compliance by its employees with this provision.
11. The District may in its discretion conduct face to face interviews with the Contractor's proposed candidates for employment as a substitute for the District prior to his or her assignment to the District and shall have the right to object to any such assignments.
12. The District shall in its sole discretion have the option to require or object to the assignment of particular substitutes to the District.
13. The Contractor shall insure its employees are of good moral character and capable of performing the tasks assigned to them. Contractor shall insure its employees are up-to-date on all screening tests, including but not limited to, tuberculosis testing (TB).
14. The Contractor shall insure its employees are professional, courteous, and capable and are able to effectively communicate with staff and students in the English language.
15. The Contractor's employees will report to work in appropriate professional dress and demeanor.
16. The Contractor shall furnish to the District a complete list of employees providing substitute services to the District, setting forth their addresses, qualifications, and prior assignments. The Contractor will agree to consult with the District concerning hiring and assignment of its employees to the District.
17. The Contractor will report to the Superintendent or designee with a dotted line reporting relationship to District Principals. As the Contractor's staff will have a dotted line reporting relationship with District personnel, they must work

together as a team. This reporting relationship is for communication and coordination and is not intended to create an employer and employee relationship between the Contractor's staff and the District.

18. Nothing contained in this RFP nor in any subsequent contract with the successful Contractor shall be construed to create an employer/employee relationship between the District and the Contractor or the Contractor's employees. Contractor and its employees shall be independent contractors and there shall not be any employer employee relationship between them and the District. The Contractor and its employees shall not have any rights to continued employment or tenure with the District.
19. The Contractor shall require that all of its employees assigned to the District be fingerprinted prior to accepting an assignment;
20. The Contractor shall conduct criminal background checks and verification that employees the Contractor assigns to the District do not appear on any sex offender registry or have any other recorded violation that could disqualify the employee from public employment, prior to any such employees being assigned to the District;
21. The Contractor shall provide an automated reporting/billing system, daily staff coverage, and key contact person(s) and back-up contact person(s);
22. In cases where special licenses or accreditations or certifications are required by State, Federal, and/or local law, statute, regulation, or District policy, the selected Contractor shall provide a copy of such licenses, accreditations or certificates to the District upon request;
23. If requested, the selected Contractor shall provide to the District references and resumes on individual substitute teachers, paraprofessionals; and other employees providing services to the District.
24. The selected Contractor shall be solely responsible for payment of all salaries, wages, bonuses, Social Security, taxes, federal and state unemployment insurance, withholdings, liability and workers' compensation insurance, employee benefits, and any and all taxes for its employees.
25. Contractors submitting proposals must have policies prohibiting all forms of unlawful discrimination and they must have a procedure for properly investigating and addressing complaints of discrimination brought by their employees.
26. If awarded a contract, the Contractor will provide a certificate of liability insurance naming the Ben Hill County School District, Ben Hill County Board of Education, the Superintendent, and all board members and District staff as additional insureds. The issuing insurer must provide 30 days written notice to the District of the expiration or cancellation of such coverage. The specific minimum requirements are:



- a. Workers' Compensation Insurance: The Selected Contractor shall provide at least the minimum limits required by law.
- b. Commercial General Liability: A per occurrence limit of no less than \$2,000,000 is required. The Aggregate Limit will not be less than \$4,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Liability Insurance;
- c. A minimum of \$2,000,000 in Professional Liability insurance; and
- d. Excess Liability Coverage: \$2,000,000 per occurrence.

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

- 27. The selected Contractor shall be solely responsible for compliance with all applicable laws relating to its employees, including but not limited to laws governing wages and hours, safety and health requirements, and collective bargaining laws;
- 28. At all times, the selected Contractor and its employees shall insure compliance with FERPA 20 USC sec. 1232 (g). The selected Contractor and its employees shall remain under the direct control of the District with respect to the use and maintenance of education records of students and they shall not disclose such education records or student information to any other party without the proper written consent of the student's parent or eligible student as required by 34 CFR sec. 99.33 (a) (1).
- 29. The rate charged by the selected contractor must include all labor, travel, and miscellaneous expenses. No additional fees may be charged.

### 30. Conduct

The selected Contractor and its employees:

- a. Shall not bring weapons, drugs or alcohol on District property;
- b. Shall not smoke or use tobacco on District property;
- c. Shall not leave exterior doors opened or unlocked.
- d. Shall be polite and courteous at all times.
- e. Shall adhere to all federal and state laws, board policies and regulations, and school directives concerning security.
- f. Shall adhere to the District's policies and regulations concerning acceptable uses of technology and execute acceptable use agreements with the District; and

- g. Shall adhere to the District's policies and regulations concerning a drug free work place.

31. The selected Contractor must invoice services with sufficient detail to allow comparison of substitutes provided with school attendance records. Contractors submitting proposals must describe how this will be accomplished.

32. The Contractor must verify its employees are eligible to work pursuant to OCGA sec. 13-10-9.

## **VII. Indemnification**

The selected Contractor shall agree to defend, indemnify and hold harmless, the District, the Ben Hill County Board of Education, its Board Members, Superintendent, and all administrators, staff, employees, insurers, and agents of the District and the Board from any and all claims, causes of action, demands, damages, injuries to person and or property, and any other claims of any nature whatsoever arising from any act, omission, negligence, intentional conduct, breach of contract, tort, and or failure to comply with any applicable law, regulation, Board policy, ordinance, code or rule on the part of the selected Contractor and / or any of its officers, agents, staff, owners, directors, shareholders, substitutes and/or employees.

## **VIII. Responsibilities of the District:**

1. The District shall timely communicate its needs and requests for substitutes to the selected Contractor.
2. The District shall timely pay the Contractor for the services rendered at the agreed rate.

The District makes no guarantees whatsoever as to the number of substitute referrals it will require nor the amount of services it will request from the successful Contractor. The contract awarded to the successful Contractor shall not be an exclusive contract and the District reserves the right to provide its own substitutes or substitutes from other sources if it so chooses.

## **IX. Required Contents of Proposals**

Proposals submitted by Contractor must conform to the following requirements:

1. Contractors submitting proposals shall describe in detail their experience providing substitute teacher and substitute paraprofessional services to public school systems. At least five years of experience is preferred.



2. Contractors submitting proposals shall provide a list of all school systems to whom they provide or have provided substitute teacher and paraprofessional services during the last five years and shall provide at least four references from clients to whom they currently provide such services. The District requires Contractors submitting proposals to have experience providing substitute teacher and paraprofessional services to school systems of similar size as the District in terms of student enrollment and number of teaching staff members.
3. Contractors submitting proposals must describe their proposed fee structure, based on the **minimum** rates to be paid the substitute staff set forth below:

Substitute Position	Minimum Daily Pay Rate	Respondent Pricing per Substitute per Day
Daily Substitute Teacher	\$100.00 per full day	\$_____ per full day
Daily Substitute Paraprofessional	\$58.00 per full day	\$_____ per full day

Contractors may also propose alternative fee structures based on their own proposed rates.

4. Contractors submitting proposals shall provide information detailing successful substitute placement and fill rates to include the processes, strategies, systems and best practices to provide needed substitutes, and the maximum number of substitutes the Contractor can provide per day. Contractors submitting proposals must confirm whether they are willing to hire substitutes currently employed by the District.
5. Contractors submitting proposals:
  - a. Must describe the Company's hiring and credentialing process;
  - b. Give a detailed explanation of their training program for all newly hired and transitioning substitute teachers and substitute paraprofessionals;
  - c. Describe how they currently evaluate their staff and include details on the frequency of feedback and observations, the rubrics used in evaluations as well as who is conducting evaluations and managing the feedback cycle for substitutes; and
  - d. Describe the disciplinary process for its employees.
6. Contractors submitting proposals must describe the process by which they will transition from the District's current system for assigning substitutes to its system. Please include a description of:
  - a. Software Transition and Time Line



- b. Training District Teachers & Substitutes
  - c. Training Building Personnel
7. Contractors submitting proposals must describe any web-based personnel management software it wishes to use to manage its substitutes and provide an online placement technology system such as Absence Management or a similar program. Contractors submitting proposals must describe in detail the system they utilize to include the business rules, user experience and any specifications required of the District in order to fully implement the system. Any additional costs associated with implementation should be outlined as well.
  8. Contractors submitting proposals must identify the individuals who will perform required services for the District as well as verification of their licensing and credentials.
  9. Contractors submitting proposals must describe their qualifications and ability to provide services in a timely fashion, including a description of their staffing program and familiarity with the services required by the District. Any experience or knowledge of matters directly affecting the District should be addressed, including, but not limited to knowledge of applicable education laws.
  10. Contractors submitting proposals must provide a sample draft of their proposed contract with the District. Sample contracts must include all terms and conditions of this RFP. Conflicting provisions will not be accepted. The District reserves the right to modify and amend the language and terms set forth in the sample contract provided by the selected Contractor prior to its execution. The final draft of the contract between the District and the selected Contractor and the terms set forth therein must be approved by the Superintendent and then by the Ben Hill County Board of Education at a duly called open meeting.
  11. Contractors submitting proposals must describe their process for filling vacancies when no substitutes want or respond to their position offerings.
  12. Contractors timely submitting proposals may not withdraw their proposals for a period of sixty days following submission.
  13. All proposals shall include:
    - a. The name of Contractor submitting the proposal;
    - b. The name of the Contractor's representative; and,
    - c. The Contractors business address and telephone number.

#### **X. Selection Criteria**

The District will evaluate proposals using the following criteria:

<b>CRITERIA:</b> Technical, management, and cost related criteria used to evaluate Contractors' proposals.	<b>Weighting Factor</b>	<b>Points (5 is the highest)</b>
<b>1 – Financial Proposal:</b> What is the cost of the program proposed and its impact upon the district's operating budget? How do they compare among Contractors?	30%	0 to 5
<b>2 – Management Services:</b> Considers the ability to provide services, operational efficiency, management capabilities.	20%	0 to 5
<b>3 – Company Details and References:</b> Considers financial viability, stability, performance investigation, litigation/pending litigation, experience and list of references. The Contractor's must provide a reference list of four (4) staffing contracts with school districts currently providing Substitute Teacher and Paraprofessional Staffing services.	20%	0 to 5
<b>4 – Technical Elements:</b> Considers the Contractor's program overview, resources, systems, procedures, processes, hiring practice, compliance, human resources, training, technology, evaluation criteria/process, and management services.	15%	0 to 5
<b>5 – Start Up/Transition Plan:</b> Is the contractor's start up plan customized to the start of this program? Is the plan detailed plan from pre- planning (30 days prior to the start of the contract) through the start of the contract through the first two months of the engagement? Did it detail the additional management/resources they will be providing as well as the start up task, any requirements for the District, implementation date, estimated completion date, and who is responsible?	15%	0 to 5

#### **XI. Award of Contract**

It is the intention of the District to award the contract based upon relative experience, qualifications, and which Contractor will provide the highest quality of service at fair and competitive prices in accordance with the selection criteria set forth above.

#### **XII. Authorization to Work**

The successful Contractor shall not provide any services until the Superintendent and Board approves the contract and it receives an approved purchase order or other document from the District authorizing it to render such services.

#### **XIII. Proposals**

1. Contractors submitting proposals shall fully and accurately complete all Proposal Forms as required, with all attachments. Failure of the Contractor to include any required pricing information may in the discretion of the District, render the proposal incomplete, non-responsive and subject to rejection.



2. Contractors submitting proposals shall fill out the Proposal Form provided by the District and provide complete responses to all requests for information. Failure to provide complete responses and fill in all blank spaces on the form could result in rejection of the proposal. All insertions in the Proposal Forms and all other required submittals shall be typewritten. Signatures shall be handwritten in ink only, preferably in blue or black and shall be fully legible when photocopied. The names of all persons signing Proposal Forms and submissions by Contractors shall be typed below the signature. All amendments and corrections to Proposal Forms and other submissions must be initialed.
3. All submissions to the District shall be signed with an original signature in ink. Failure to sign and return all required documents with the proposal package may be cause for the proposal to be rejected. The District may reject any proposal or submission by a Contractor with a rubber stamp, electronic or facsimile signature.
4. The District requires all Contractors to submit one (1) original proposal with original signatures and two (2) copies.
5. Pre-Proposal Questions: Pre-proposal questions shall be submitted in writing to Thomas Rachels at [thomas.rachels@benhillschools.org](mailto:thomas.rachels@benhillschools.org).
6. Form of and Due Date of Proposal: All proposals shall contain the information solicited in this RFP, and must be received at the central office of the BOE, 509 W. Palm Street, Fitzgerald, Georgia 31750 on or before **2:00 p.m. on January 31, 2019**. Proposals must be contained in a sealed envelope with the following information clearly marked on the face of the sealed envelope:

**Proposal I.D. Code: 2019 Substitute Staffing Services**  
**Ben Hill County Board of Education**  
**509 W. Palm Street, Fitzgerald, Georgia**  
**ATTN: Thomas Rachels, Chief Operating Officer**

7. Promptness of Proposal Submittal - It is the responsibility of the Contractors submitting proposals to ensure that their proposals are presented at the District Offices at or before the date and time fixed for closure of the proposal period. Proposals will not be accepted or received by the District after the advertised closing date and time. Contractors submitting proposals are solely responsible for insuring their proposal is complete, in proper form and timely delivered to the District.
8. Opening of Proposals: All proposals timely received will be opened publicly at the time and place specified above. The District reserves the right to reject any or all proposals and to accept that proposal which appears to be in the best interest of the District. The District reserves the right to waive any informalities and technicalities. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals; however, proposals may not be withdrawn for a period of

sixty days following the opening of the proposals. Any proposal received after the deadline for opening proposals shall not be considered.



#### **XIV. Contractor's Duty to Fully Investigate**

Contractors must fully investigate all attendant facts and circumstances that may affect their ability to perform the contract before submitting a proposal. Contractors submitting proposals assume all risks and responsibility for any and all conditions and circumstances that pertain to the services to be rendered whether the same are known or unknown to them at the time of submission. Contractors shall promptly notify the District of any alleged error, omission or inconsistency relating to the RFP prior to submission of their proposal. Failure to timely provide such notice shall waive any claims arising from such alleged error, omission or inconsistency.

#### **XV. Post-Award Submittals.**

The selected Contractor shall provide its post-award submittals, including proof of all required insurance coverage, (all of the above dated and fully effective upon execution of the final contract); and a list of key personnel, including contact information including business, mobile and emergency telephone, email and fax information.

#### **XVI. False Material Representation.**

A person commits a crime if the person knowingly makes a material representation that is false in connection with the negotiation, award, or performance of a government contract.

#### **XVII. Interpretations, Requests for Information and Addenda**

Requests for information or interpretation of this RFP must be made to the District in writing no later than **4:00 p.m. on January 18, 2019** to be given consideration. If the District elects to respond to a request for interpretation and or information, the response shall be in the form of a written addenda to this RFP and shall be made available to the public and other potential Contractors. It is the responsibility of the Contractor submitting a proposal to determine all addenda have been received and to contact the District prior to submitting a proposal to determine if any addenda have been issued, and insure their proposals conform to any and all addenda.

#### **XVIII. Increased Per Day Fee**

The District, in its sole discretion, reserves the right to increase the per day rate of pay to substitutes for their service.

**XIX. Non- Responsive Proposals**

Proposals that do not meet the requirements set forth in this RFP may be deemed non-responsive and rejected.

**XX. Selection of Contractor:**

The proposal deemed acceptable and in the best interest of the District (if any) will be recommended (as necessary) to the Superintendent and to the Board of Education for approval at a regular monthly meeting, or at a special called meeting, the date, time, and place of which will be duly posted and advertised prior thereto as required by Georgia law. Should the recommended Contractor be approved by the Board, thereafter the selected Contractor and the District shall enter into a written contract containing all necessary terms and conditions designed to effectuate the proposal accepted, including but not limited to the provision of substitute services, payment for such services and such other terms and conditions as required by the RFP, Georgia and/or federal law, and Board policies and regulations.

Nothing set forth in this RFP or any subsequent contract is intended nor shall be construed to create any ministerial duty on the part of the District or any of its Board Members, Superintendent, or staff.

Sincerely yours,

A handwritten signature in black ink that reads "Thomas Rachels". The signature is written in a cursive, flowing style.

Thomas Rachels  
Chief Operating Officer  
Ben Hill County School District



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Ben Hill County Board of Education has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors and sub-subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC