Warren County R-III School District DISTRICT REQUEST FOR PROPOSAL

SUBSTITUTE EMPLOYMENT SERVICES PROPOSALS DUE:

April 4, 2024

Warren County R-III School District

DISTRICT REQUEST FOR PROPOSAL

SUBSTITUTE EMPLOYMENT SERVICES

A request for proposals will be received by the Warren County R-III School District in the Superintendent's Office until: 10:00 a.m. on 4/4/2024 in accordance with the specifications and needs as described herein.

Proposals must be in envelopes, marked plainly and prominently:

Substitute Management Services

Proposals must be addressed/delivered

Warren County R-III School District 385 W. Veterans Memorial Pkwy Warrenton, MO 63383 CONTACT PERSON- Brad Ross CONTACT PHONE #636-456-6901

Faxed or emailed bids will not be accepted. Award of this bid is planned for April 11, 2024 in open session of the Warren County R-III School Board meeting. This RFP will be referred to as Exhibit A in the contract.

The District reserves the right to reject any and all proposals and to waive any "informalities" in the proposals received whenever such selection, rejection or waiver is in its best interest.

All bid documents become public record once a negotiated contract has been executed. All bids must be valid for a period of ninety (90) days from the opening of bids.

Dr. Brad Ross 636-456-6901 3/8/2024

PURPOSE

Purpose of this bid is to select a contractor to provide Substitute Teaching and Substitute Support Employment Services on an as needed basis for the Warren County R-III School District, and to secure a firm markup percentage from the date of award through July 2027, with the option to renew. (We anticipate an effective date of August 1, 2024.)

BACKGROUND

The Warren County R-III School District is located in Warren County, 60 miles west of St. Louis. There are 3 elementary buildings, one middle school and one high school. The district has approximately 3,000 students, 210 teachers and 65 paraprofessionals.

SCOPE

Contractor shall:

- Recruit, interview, employ and train substitutes prior to placement and place substitutes on the daily needs of the District.
- Be responsible for all related employment services including record keeping and any required state and federal reporting.
- Insure that substitutes meet all District requirements for working as a substitute.
- Maintain a coordination center, centrally located within Warrenton, for application procedures, interviewing, and training.
- Provide one staff person as placement coordinator to work directly with Human Resources staff.
- Provide software access for use by District personnel with adequate administrative modules.

PROJECTED TIMETABLE

The following projected timetable should be used as a working guide for planning purposes. Warren County R-III School District reserves the right to adjust this timetable as required during the course of the RFP process.

| Event: | Date: |
|-------------------------------------|-----------|
| RFP Issues | 3/8/2024 |
| Deadline for submittal of questions | 3/22/2024 |
| Proposals Due | 4/4/2024 |
| Interviews - (if necessary) | 4/8/2024 |
| Approval by School Board | 4/11/2024 |

INTERVIEWS

If necessary, interviews will be conducted the week of 4/8/2024

BIDS DUE

All bids are due on or before 10:00 a.m. 4/4/2024

Bids are due to:

Warren County R-III School District 385 W. Veterans Memorial Pkwy Warrenton, MO 63383

Dr. Brad Ross

RENWAL

Upon written mutual agreement between Contractor and District, contract may be renewed at anniversary date for three (3) additional one year periods, subject to the same provisions, terms, conditions, specifications and markup percentages as originally awarded.

AWARD

Award of this contact will be all-or-none as indicated on the Bid Proposal From.

QUESTIONS

Any questions and/or request for additional information should be directed to Dr. Brad Ross, Assistant Superintendent, at rossbb@warrencor3.k12.mo.us placing Substitute Employment Services in the subject header. Deadline for questions shall be 3/22/2024. Questions received after this date will not be answered. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.

CONTRACT PRICING

The markup percentage must be held firm for the entire contract period. The maximum billing rate will be determined by multiplying the minimum pay rate by the overhead markup percentage rate as provided on the Bid Proposal Form.

MINIMUM PAY RATE

The rate paid to the substitutes, under this contract, must meet the following minimum rate requirements and the successful bidder shall make this rate available to all substitutes under work assignment to the District subject to approval of District. This rate is the actual rate paid to the substitutes not including any taxes or benefits. District reserves the rights to periodically monitor substitutes pay rates to ensure compliance with this condition. If a contractor is found to be out of compliance with this provision the contract may be cancelled at the discretion of the District. The current rates for substitutes are stated on the Bid Proposal Form. Whenever the Board approves an increase in rates, the contractor will be notified in writing of the new minimum pay rate and its effective date.

FI LL RATE REQUIREMENT

Our goal for this program is to fill absences on daily basis at 100%. Any required start-up/transitioning period must be complete so that the program will be fully functioning by August 20, 2024. After this date, fill rates should be consistently 100%, or as close to 100% as possible. Fill rates of less than 98% on a recurring basis shall be cause for a conference to determine corrective action. Failure to improve or obtain an average fill rate 98% or better may be cause for termination of the contract. Contractor will not be held responsible for low fill rates where circumstances are mutually agreed to be beyond the contractor's scope of control.

Positions for which substitute services are needed include teachers and paraprofessionals. The District anticipates roughly 4500 absences each year to be filled by the contractor, with a large percentage of the absence filled with less than a 24 hour notice. The contractor is responsible for training all substitute employees for District required competencies and position specific software: District Policies, Sexual Harassment, Diversity training, Discrimination, Bullying, Confidentially, Mandated Reporter and common classroom technology.

REQUIRED DOCUMENTATION

The following shall be submitted with the completed bid. FAILURE TO DO SO WILL CAUSE YOUR BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

- Process map/plan for implementation
- Process map/plan for daily operations and fill procedures
- Your training agenda for substitutes that you employ (smart board training and orientation/policy training)
- Samples of materials that would be provided to all substitutes, including all employment documents such as application, reference forms, and college/university transcripts
- Responses to Attachment A

REPORTS

Contractor shall provide Human Resources with the following reports:

- ♦ Daily, weekly, and monthly reports reflecting the percentage of assignments filled
- ♦ Daily, weekly, and monthly reports containing all data related to assignments filled. Report must contain the date(s) of assignment, job number, school location, absent teacher, and substitute assigned
- ♦ Weekly reports indicating the account code charged for each absence and for each school location
- Report indicating individuals who requested or input absences.
- ♦ Provide a report representing trending data from year to year tracking areas of achievement and deficiencies.
- Provide any additional reporting samples that assist or add value to the substitute services program.

SUBSTITUTE'S RESPONSIBILITY

- ♦ Report to main office upon entering school buildings
- ♦ Be appropriately dressed and wear ID badge (provided by vendor) at all times.
- ♦ Follow lesson plans/assignments as given
- ♦ Complete feedback form for classroom teachers.
- ♦ Conduct oneself in accordance with District Policies & Regulations.

COMPLAINT RESOLUTION

If there is a complaint from the building administrator, the substitute may be removed from the assignment and not be placed in another assignment until an investigation has been completed and the District's Human Resource Department has been informed of the situation. District reserves the right to restrict a particular substitute from working at a specific location and/or the District as a whole.

SOCIAL SECURITY CONTRIBUTIONS

District is NOT liable for Social Security contributions pursuant to Section 418, U.S. Code, relative to the compensation of the Contractor during the period of this contract. Contractors are solely responsible for any claims made by their workers under the Fair Labor Standards Act.

AFFORDABLE HEALTHCARE ACT

Contractor is responsible to track, monitor and report employment hours and comply with the affordable healthcare act for all substitutes and pay for health insurance costs.

BACKGROUND CHECKS

The successful bidder shall be required to conduct local, state, and national background checks for all personnel prior to being assigned work for District. Local checks will be conducted via the MSHP. State and national checks shall be conducted in accordance with the standards set forth by the Missouri Department of Elementary and Secondary Education (DESE). All costs associated with performing these background checks shall be the responsibility of the successful vendor. Failure to meet the standards for background checks set forth by Missouri DESE shall be cause for cancellation of contract.

SUBSTITUTE QUALIFICATIONS

Individuals must possess at least 60 college credit hours, or otherwise qualify for a substitute certification from DESE in order to substitute. The individual may hold an alternative sub certificate that was obtained during the 2020 emergency provision.

All substitutes applicants must possess at least three professional references, original transcripts of college course/credits, Passing of the MACHS Fingerprint background check and Request for Child Abuse or Neglect/Criminal Record within the past year. All applicants must also complete the contractor application including all work history and all arrests or conviction admissions.

REFERENCES

Bidder is required to submit a list of references from school districts currently being provided with substitute services for more than one school year. References must include name, address, contact person, phone number and length of contract, in order to verify satisfactory performance. FAILURE TO DO SO WILL RESULT IN THE BIDDER NOT BEING CONSIDERED FOR AWARD. Unsatisfactory references may result in the bidder not being considered for award.

BILLING

Invoices will be accepted on a weekly basis via electronic submittal in a mutually agreed upon format. Bills received by the last working day of the month to be paid at the following month's board meeting.

The contractor shall waive any fees if District hires a substitute into any full or part time position within the District.

ASSIGNMENT OF CONTRACT AND/OR PAYMENT

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the contractor without prior written consent of District. The contractor shall not assign payments under this contract or agreement without the prior written consent of District.

INSURANCE

- A. The successful bidder shall maintain the following insurance coverage during the life of the contract:
 - 1. Worker's Compensation Insurance in compliance with Missouri Statute,
 - 2. Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate.
 - 3. Vehicle Public Liability and Property Damage Insurance with minimum limits of \$1,000,000 combined single limit
 - 4. Additional Insured Endorsement naming the District as an additional insured on all policies required by these specifications (excluding worker's compensation and employer's liability).

- 5. All policies should contain cancellation endorsements providing thirty (30) days written notice of cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of the change.
- 6. Indemnification shall be in accordance with terms and conditions of this RFP.

B. Insurance shall be written through a company that is admitted to do business in the State of Missouri. Prior to commencement of any work under the contract, the contractor shall provide Certificates of Insurance for the above coverage to the Office of the Superintendent, *ADDRESS OF SCHOOL DISTRICT*. Reference to this bid must be shown on certificates provided. Annual renewals must be provided at the time of acceptance of the renewal.

FAMILIARITY WITH LAWS

The Bidder is required to be familiar with all Federal, State and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the bidder will in no way relieve him/her from responsibility for compliance with their requirements.

AVAILABILITY OF FUNDS

The obligations of the District under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Missouri.

UNILATERAL CANCELLATION OF CONTRACTS

Any agreement resulting from this Invitation to Bid may be unilaterally canceled by the District for refusal of contractor to allow public access to all documents, papers, letters or other material made or received in conjunction with the agreement.

CANCELLATION OF AWARD/TERMINATION

In the event the contractor violates any of the provisions of this bid, the District or designee will give written notice to the contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

The District, reserves the right to terminate any contract and/or purchase order resulting from this bid, at any time and for any reason, upon giving 60 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the contractor that amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to the District after the Termination of the contract.

The contractor will have the option to terminate the contract upon written notice to the Superintendent. Such notice must be received at least 60 days prior to the effective date of termination. Cancellation of contract by contractor may result in removal from bidders/proposer list for a period of three years.

CIRCUMSTANCES BEYOND CONTROL

Whenever a vendor's place of business, mode of delivery or source of supply has been disrupted by acts of government, nature, civic commotion, war or terrorism, it shall be the responsibility of the vendor to promptly advise the Assistant Superintendent, in writing, as to the extent of this disruption and its probable effect upon this contract. If, in the opinion of District, the disruption presented is commensurate with the conditions established herein, District may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel any open orders in accordance with Special Condition 31. The vendor will be given written notification of all decisions made. While the decision of District shall be final, the goal will be a solution that is mutually beneficial.

BID PROPOSAL FORM

| Item | Description | District Max Pay Rate 2023-24 school year | Mark-up % | Maximum Bill Rate |
|------|--|---|-----------|----------------------|
| | Substitute Teacher/Para Daily Rate | \$120.00 | | |
| | Substitute Teacher After 10 Days in the same assignment paid retroactively to first day | \$180.00 | | |
| | Retired teachers sub rate for teacher or para | \$180.00 | | |
| | Retired teachers sub rate for teacher or para After 10 Days in the same assignment paid retroactively to first day | \$180.00 | | |

Awarded all-or-none. Vendor must bid all items.

ATTACHMENT A

History and Structure:

- When was your company established and how long has your company been providing substitute staffing services to school districts?
- What is your organizational structure?
- Who will be our contacts and are they local or outside of the area? Please include city, state and hours of operation.
- How many school districts do you service?
- Please provide references from schools or districts currently using your services.
- · Provide all school districts you have done business with. Include term and length of contract.

Implementation:

- Describe your implementation process, staffing and timeline and how long it takes.
- Is there an extra or separate cost for implementation?
- Please provide information on 2-3 recent implementations you have completed.
- Given the District's estimated absences, how many individuals would you need to employ to support this contract?
- How many substitutes do you currently employ within 45 minute drive time of *NAME OF DISTRICT*?

Recruiting, Screening and Hiring Process:

- Describe your process for sourcing and identifying qualified substitutes.
- Describe your best recruiting strategies.
- Describe your hiring process for all substitutes.
- What forms of screenings are administered in order to verify that a substitute has the necessary credentials in our District (e.g. fingerprinting, background checks)?
- Are you compliant with the requirement of using eVerify 1-9?
- What considerations will you give for retired District teachers for job selection, if any?

Orientation and Training

- Describe your orientation and training processes for substitutes before they start.
- How are your substitutes made aware of District-specific policies and procedures?
- Do you provide your substitutes with opportunities for continuing education, such as online courses or professional development?

Assigning and Scheduling

- Explain the process of requesting a substitute.
- How are same day or last minute requests for a substitute handled?
- Now do you ensure building exclusions?

System/Technology

- Is there an extra or separate cost for the scheduling system?
- What kind of reporting is available?
- What kind of training is provided?

Quality Control Process

- Who will handle performance and employee relation issues with your substitute?
- Provide evaluation examples
- How will you notify us on your progress?
- What reports and updates will be provided to the District?

Recognition and Retention Programs

- What types of benefits do you offer you substitutes?
- What recognition programs are in place for the incentive and retention of substitutes?

Billing, Reporting and Payroll

- What are your payroll, billing and reporting capabilities?
- Provide a Certificate of Insurance
- Pricing Submit cost schedule for the positions in the RFP
- Provide samples of all reporting requested in REP and any other reports you feel that would be beneficial to the District.
- How do you assure each billing submitted has all time in it for the previous work week?
- How do you handle late billings?