

REQUEST FOR PROPOSAL
Substitute Staffing Services



**Release Date:
June 17, 2021**

**Due Date: July
7, 2021
No later than 10:30 AM EST**

I. GENERAL

A. Intent of Request for Proposal

The Woodland Hills School District (“District”) is seeking written proposals from qualified employment service agencies to provide the District qualified substitute teachers and substitute paraprofessional and clerical employees and manage the overall program efficiently and effectively. It is the District’s intent to allow other Pennsylvania school districts to rely upon its request for proposals and subsequent evaluation process to seek similar services.

Your proposal must be specific and responsive to all the criteria set forth in this request. Promotional material may be included with the RFP along with a listing of current customers using this service. **The deadline for submission of proposals is 10:30 A.M. (EDT), July 07, 2021. Proposals received after this date will not be considered.**

All firms submitting proposals are expected to comply with all federal, State of Pennsylvania, and local laws and district rules and regulations relative to the services provided. All proposals submitted will be presumed to be in compliance with all applicable laws.

B. Background Information:

The Woodland Hills School District is nestled in the eastern portion of Allegheny County. The District covers nearly 14 square miles and includes the communities of Braddock, Braddock, Hills, Chalfant, Churchill, East Pittsburgh, Edgewood, Forest Hills, North Braddock, Rankin, Swissvale, Turtle Creek and Wilkins Township. Although comprised of twelve municipalities, the District is one comprehensive community in its support of our schools and mission, which is to provide each student with an excellent educational experience driven by the highest expectations and to prepare its students for meaningful participation in all facets of society.

Woodland Hills School District has approximately 3,300 students K-12. There are presently three elementary buildings, one middle school (6-8) and one high school (9-12). The district employees approximately 310 teachers, 51 paraprofessional educators, 12 secretarial staff, and 5 nurses.

C. Other Requirements

1. **Conform to Response Form Guidelines.** All proposed information must be submitted on any Proposal Response forms found in this RFP and in the format identified.
2. **Proposals Submitted on a Timely Basis.** Proposals must be submitted on a timely basis. All proposals are to be clearly marked on the outside of the sealed envelope “**SUBSTITUTE STAFFING SERVICES BID**” and must be submitted to:

Michael A. Gigliotti, Business Manager/Board Secretary
Woodland Hills School District
531 Jones Avenue
North Braddock, PA
15104-2418

Any proposal received after that will be deemed unresponsive and will not be considered for evaluation. **Faxed or emailed copies will not be accepted.**

D. Written Agreement

The selected vendor shall enter into a written agreement with Woodland Hills School District to provide a substitute staffing program as required under the scope of this Request for Proposal. The written agreement must be executed within 30 days of the Board of Education’s approval of the committee’s recommendation or the District may give notice of intent to select the next most qualified proposing vendor or call for new proposals.

E. Contract Period

The term of the contract shall be a one (1) year period commencing upon approval of the contract award, with subsequent option for annual renewals for an additional four (4) years.

The District reserves the right to review contracts on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

All pricing must be guaranteed for one year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for a price adjustment must include sufficient documentation supporting the request.

F. Termination Rights

The contract shall provide that the Woodland Hills School District has the right to cancel without cause at any time by written notice within ninety (90) days of its intent to terminate the contract.

G. SELECTION CRITERIA

An evaluation committee shall review all proposals. Non-responsive proposals not conforming to RFP requirements or unable to meet the mandatory minimum requirements will be eliminated from further consideration.

The evaluation committee will be assessing, as key evaluative criterion, the outsourced company’s management team; program elements; experience; and ability to provide services that meet the District’s objectives. The District will consider various factors in making its decision including price, quality of service, terms and conditions of services, customer convenience, etc. The District is not obligated to award the contract to the lowest cost/ price respondent but rather the respondent that demonstrates the best overall value in meeting the District objectives.

The following list includes many competencies that the District will assess during its investigative process and evaluation of the outsourcing companies:

1. Experience and knowledge in implementing; transitioning; operating; and managing Substitute Teacher and Substitute Paraprofessional Staffing Programs;
2. Ability to train and evaluate staff;
3. Hiring Practices and compliance with the District or Pennsylvania State Board of Education requirements;
4. Technical knowledge;
5. Service hours of operation (number of days available per week, hours)
6. Ability to schedule and manage staff; and
7. Referrals and client experience.

The School District reserves the right, at their sole discretion, to schedule an in-person interview and/or presentation with one or more respondents.

H. Woodland Hills School District Contacts

All inquiries relative to this Request for Proposal should be directed to:

Angel Boyd, Human Resource Director, Woodland Hills School District
(412) 731-1300 ext. 0111
Email: boydan@whsd.net

No other Woodland Hills School District employee, Board Member, or evaluation committee member should be contacted concerning this RFP during the selection process.

I. Right of Rejection

The Woodland Hills School District Board of Directors reserves the right to reject any and all proposals or to waive any non-statutory informality. The Board of Education further reserves the right to make the contract award to be in the best interest of the District. The Board's decision to accept or reject the contract shall be final.

II. SCOPE OF SERVICES

The District is currently seeking proposals from qualified Contractors that provide the service of managing, operating, and employing substitute teacher, emergency substitute teacher and substitute paraprofessional and clerical staff. The District reserves the right to include other additional district positions within the contract. The Contractor is regarded as the common law employer for such services and as such will be required to employ and provide all management, personnel, and employment services for the Contractor's employees including, but not limited to, training, employment, financial, tax withholding, workers' compensation, unemployment, health insurance, social security, other state/federal required employment benefits, management and oversight for substitute staffing and shall provide the District with a firm fixed fee markup per substitute service provided.

The successful Proposer shall furnish all necessary resources, including but not limited to management and personnel, training programs, support, equipment and materials to provide and implement a program to provide substitute staffing for the District. The District desires to appoint a firm that will be responsible for providing qualified substitutes for all teaching and support staff to fill positions on an as-needed basis at the request of the District. It is the District's desire that all employees currently hired as substitutes by the District be offered employment by the successful proposer. The District wants to ensure that competent substitute employees are available to staff the schools when permanent employees are not available to perform their duties and responsibilities. The District reserves the right to limit services to a specific position, grade level or school building.

The District may request that any employee be/not be assigned to the District for any reason at any time upon notification to the contractor.

Required Minimum Staffing and Wages: The Contractor will supply sufficient trained and qualified per diem substitutes on an "as-needed" basis throughout the school year. The Contractor acknowledges that the needs of the District may increase or decrease during the school year(s) and agrees to meet the ongoing District staffing needs. Said substitutes shall be employees of the Contractor, who shall be responsible for all payroll taxes and benefits.

The Contractor will establish the Terms and Conditions under which any employee of the Contractor will be hired. The Contractor will have the sole responsibility to compensate its employees, including all applicable taxes, worker's compensation, and applicable government mandated health and leave benefits. All contractor employees will comply with all applicable rules, regulations and Policies of the District. Employees of the successful Contractor must be thoroughly trained, qualified, and capable of performing the work assigned to them.

Upon verbal or written notice, the District or its authorized representative has the right to refuse services of any Contractor employee. With regards to the Contractor's employees, the Contractor will comply with and do the following:

1. Comply with all applicable Federal and State laws, rules and regulations, including, but not limited to, wages and hours of employment requirements.
2. All Contractor employees must complete a background check prior to employment.
3. The Contractor will ensure that all employees have submitted a completed, signed and dated federal form I-9. In addition, the Contractor will ensure the documents submitted as part of the I-9 requirements are valid.
4. Contractor's employees operating under the contract awarded shall comply with all regulations, guidelines, and policies prescribed for employees of the District under Pennsylvania State Law.
5. Substitute teacher and substitute paraprofessional staff will perform the tasks in accordance with the District policy.
6. The awarded Contractor will have the sole responsibility to compensate its employees, including all applicable employer taxes and workers' compensation. All Contractor employees will comply with all rules, regulations and Policies of the District, Pennsylvania State Law, and Administrative Rule.
7. Employees of the Contractor must be thoroughly trained and qualified, and capable of performing the work assigned to them. Employees must be able to effectively communicate with the staff and students.
8. Employees of the Contractor shall have annual training in preventing Sexual Harassment and Child Abuse & Neglect and Harassment, Intimidation and Bullying (HIB), Student Data Privacy, and any other training the District deems necessary or is required by Pennsylvania State law.
9. District administration at its discretion, may conduct a face to face interviews with the Contractor's proposed candidates for employment prior to the assignment to the District.
10. Upon verbal or written notice to the Contractor, the District or the authorized representative shall have the right to refuse service of any Contractor employee.
11. All personnel shall be professional, courteous, and capable and must have the ability to effectively communicate with staff and students in the English language.
12. All personnel will report to work in appropriate professional dress and demeanor.

13. The Contractor shall furnish to the District a complete list of employees, setting forth their addresses, qualifications, and assignments.

Responsibilities of the District shall be:

- Provide all necessary supplies, equipment and work space for substitute teachers and substitute support staff; and
- Reserves the right to accept or reject any individual provided by the contractor at any time.

Responsibilities of Respondent to include, but not limited to:

- Provide sufficient, competent, reliable and properly licensed and certified personnel to provide adequate and satisfactory services under the contract;
- Provide Substitute staff as needed, to include Special Education Substitute services;
- Require all Substitute staff be fingerprinted with the District or State Board of Education, as applicable, prior to accepting temporary assignment;
- Conduct criminal background checks and verification that the Substitute staff do not appear on any Sex Offender Registry or have any other recorded violation that would disqualify the substitute from public employment, prior to accepting the assignment;
- Must provide automated reporting/billing system, daily staff coverage as well as key contact person(s) and back-up contact person;
- In cases where special licenses or accreditations or certifications are required by State, Federal, and/or local law, statute, regulation, or District Policy, Respondent is required to provide a copy upon request to the District;
- If requested, provide references and resumes on individual substitute support staff and teachers;
- If awarded a contract, the Respondent will provide a Certificate of Liability Insurance naming the District, its elected officials, officers, and employees as additional insureds. The insurance company or companies must be authorized to do business in Pennsylvania State. The issuing insurer must provide 30 days written notice to the District of the expiration of the insurance. The specific minimum requirements are:
 - Workers' Compensation Insurance: Statutory Workers' Compensation Insurance, including Employer's Liability with limits of \$100,000 each accident; \$500,000 disease, policy limit; \$100,000 disease, each employee;

- Commercial General Liability: A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will not be less than \$3,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Liability Insurance;
- Excess Liability Coverage: \$1,000,000 per occurrence; and
- A minimum of \$2,000,000 in Professional Liability insurance

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

Respondent is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements, and collective bargaining laws.

- Confidentiality: In accordance with all applicable laws, regulations, and procedures, the Respondent and substitute teacher/support staff personnel provided by the Respondent shall maintain strict confidentiality of all information and records which the Respondent or substitute teacher/support staff personnel provided by the Respondent may come in contact with or be privy to in the course of providing services; and
- Per Hourly/Daily rate must include all labor, travel, and miscellaneous expenses necessary to complete substitute services. No additional fees may be charged.

Conduct

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

1. There shall be no weapons, drugs or alcohol on the premises.
2. No smoking (including electronic cigarettes) on the premises.
3. No exterior doors are to be left opened or unlocked.
4. To preserve campus security, the opening of locked exterior doors for patrons and parents is not permitted.
5. The Respondent and substitutes provided by the respondent shall be polite and courteous at all times.
6. Respondent and substitutes provided by the respondent must adhere to any and all security standards, requirements and/or regulations of each school and school district.

III. PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 1.** Description of Company background, including the location and address of the regional office that will support the district. Respondent should preferably have at least five (5) years of experience providing substitute teacher and substitute paraprofessional services to public school districts.
- 2.** Listing of at least three (3) School District clients. Respondent should demonstrate experience with school districts of similar scope and size as the Woodland Hills School District in terms of student enrollment and number of teaching staff members. Respondent should list references from School District clients who are currently being provided substitute teacher and substitute paraprofessional services by Respondent.
- 3.** Please provide information detailing the processes/strategies, systems and best practices to accomplish fill rates. How many substitutes will you be able to provide per day?
- 4.** Invoicing should be done in a manner that will facilitate comparing substitutes provided with school attendance records. Describe how you will do this.
- 5.** Description of hiring, credentialing, training and evaluation process.
 - Describe the Company's hiring and credentialing process;
 - Give a detailed explanation of your training program for all newly hired and transitioning substitute teachers and substitute paraprofessionals, secretarial, and nurses;
 - Describe how you currently evaluate your staff including feedback; and
 - Describe the disciplinary process should a staff member no longer be a fit for the Woodland Hills School District.
- 6.** Description of transition process from the District to your company's program. Include the following:
 - Software Transitions and Time Line
 - Training District Teachers & Substitutes
 - Training Building Personnel
- 7.** The district currently utilizes Frontline Absence Management (AESOP) to provide online placement technology. All respondents to this RFP are required to utilize Frontline Absence Management (AESOP) in formulating their proposals and costs. Please describe in detail your organization's experience utilizing Frontline's Absence Management system. Please also identify any system modifications to Frontline's Absence Management that would be necessary to fully implement your service. Any additional costs associated with implementation/ modification should be outlined as well in included within your proposed cost structure to the district.

- 8.** Include an organization chart to demonstrate your support of proposed service.
- 9.** Describe your ability to provide services in a timely fashion, including a description of your staffing and your familiarity with the services required by the Woodland Hills School District.
- 10.** Describe the process for filling vacancies when no substitutes want or respond to your position offering.
- 11.** Describe the hours in which your call center/services are performed and the number of days per week corresponding to your hours of service are in operation.
- 12.** Describe limitations, if any, with respect to duties that Contractor employees are prohibited from performing such as working with special needs students or providing related services.
- 13.** Describe your training programs offered to staff, and how you ensure staff employed understand student and classroom management, safety, and other educational related programs.
- 14.** Provide the amount for each position that can be provided for both full and half day.

EDGAR CERTIFICATIONS

ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Woodland Hills School District ("WHSD") expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where**

Vendor has been paid or will be paid with federal funds:

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Applicant Violation or Breach of Contract terms

Applicant shall promptly correct any errors, omissions or defects in any services at no cost to the District. The District reserves the right to reject any services reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the requirements of the contract documents. If Applicant fails to correct the services within a reasonable time, the District, in addition to any other rights or remedies available at law or in equity or pursuant to the contract documents, may correct them and offset the cost of correction against any remaining balance owed to Applicant and Applicant shall reimburse the District for any difference that may remain. If the District prefers to accept services which are not in accordance with the requirements of the contract documents, the District may do so instead of requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the District or Applicant shall constitute a waiver of a right or duty afforded them under the contract documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(B) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when WHSD expends federal funds, WHSD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of **\$10,000**)

Pursuant to Federal Rule (B) above, when WHSD expends federal funds, WHSD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. WHSD also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if WHSD believes, in its sole discretion, that it is in the best interest of WHSD to do so. If the contract is terminated in accordance with this Paragraph, the District shall only be required to pay Applicant for services satisfactorily performed prior to the termination. If the District has paid the Applicant for services not yet provided as of the date of termination, the Applicant shall immediately refund such payment(s). Any award under this procurement process is not exclusive and WHSD reserves the right to purchase goods and services from other vendors when it is in WHSD's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by WHSD, Vendor certifies that during the term of an award for all contracts by WHSD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by WHSD, Vendor certifies that during the term of an award for all contracts by WHSD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. The Applicant further agrees to immediately notify the District during the term of the contract if the Applicant is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or _____

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by WHSD, Vendor certifies that during the term and after the awarded term of an award for all contracts by WHSD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The Applicant shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

(H) Domestic Preferences

The Applicant should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to the District.

(I) General Compliance and Cooperation with District

The Applicant agrees it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to the District's purchase of services including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Guidance.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

WOODLAND HILLS SCHOOL DISTRICT

Request for Proposal for Substitute Staffing Services

(Return this form as the Cover Page of your Proposal)

Name of Provider _____

Address _____

Contact Person _____

Telephone Number _____

E-mail Address _____

Web Site Address _____

FIRST, the undersigned have carefully examined the Request For Proposal for Substitute Staffing Services in accordance with the specifications of the proposal and agree to furnish and perform the specified services for the Woodland Hills School District (the "District") within the time limits specified for the amounts indicated below.

SECOND, the proposal shall include an hourly fee schedule for the project and include itemization of all costs. If additional services might be required but not specifically identified in this RFP, the hourly fee schedule should reflect this separately.

Signature _____

Date _____

Title or Office _____