



Request For Proposal

***Substitute Staffing Services for the Cheatham County School District
for the 2019-2020 School Year***

Bid Packet Due February 27, 2019 at 10:00 a.m.

Released February 6, 2019

INTRODUCTION

I. PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal is to solicit proposals from qualified vendors for personnel staffing services to provide substitute teachers required at any and all of the schools under the Cheatham County Board of Education jurisdiction during the term of this agreement.

II. NATURE OF PROPOSAL

Each interested vendor shall be responsible for the review of information contained herein, other information which may be requested, and other efforts as necessary for the submission of a comprehensive proposal which will represent the vendor's best offer for the personnel staffing services for the Cheatham County Board of Education.

Each proposal shall be complete, and it shall be outlined and identified by sections of this request to facilitate evaluation and to prevent evaluators from unnecessary search/arranging materials for evaluation purposes. In the preparation of each proposal attention should be given to the criteria Referenced herein which will be used for purposes of evaluation and award determination purposes.

III. PROGRAM REQUIREMENTS

A. General

Contractor shall be solely responsible for all recruiting, interviewing, testing, selecting, hiring, training, disciplining, reviewing, evaluating, terminating and compensating of all persons who will provide personnel staffing.

Contractor will adhere to the following requirements:

- Office hours from 6:00 a.m. to 6:00 p.m. Monday thru Friday.
- Performance of criminal background checks in compliance with TCA 49-5-413 on all substitute teachers and to include fingerprinting, drug testing and Sex Offender Registry check.
- All substitute teachers must be 18 years of age or older.
- High school diploma or GED will be required of all substitute teachers.
- All substitute teachers must have acceptable personality and personal appearance. Standards for conduct and dress will be set by the Board of Education.

- Picture identification badge will be needed for each substitute teacher assigned to Cheatham County Schools. Vendor will reimburse the Cheatham County School District.
- Comply with all policies and procedure as applicable.

B. Orientation and Training

Contractor shall be responsible for orientation and training of employees to include but not limited to:

- Cheatham County Board of Education Policies and Procedures
- Work Rules
- Work Schedules
- Classroom Management
- All other information as required by the Cheatham County Board of Education

Training will be conjunction in cooperation with the Cheatham County Board of Education.

C. Request for Services

All requests for services shall be made by the Board authorized representative, by contacting the designated Contractor representative.

The Board will provide the Contractor with a current list of authorized representatives, including school identification number, which list will be updated by the Board periodically. Contractor shall use its best efforts to provide all substitute teachers as requested. Contractor shall use its best efforts to provide the same substitute to fill absences that continue for more than one (1) day.

A representative of the Contractor shall be appointed within 24 hours after receipt of contract dedicated to the Cheatham County Board of Education's account.

IV. REQUIREMENTS OF THE SUBMISSION OF A PROPOSAL

A. Qualification

Each vendor shall submit evidence of qualifications that would influence the ability to satisfactorily perform the personal staffing services.

- Vendor must have been in the personnel staffing business for a minimum of three (3) years.
- Vendor must demonstrate ability to provide personnel staffing services with current references and management expertise.

- Vendor must provide proof of current business license.

Failure to comply will result in rejection of proposal.

B. Copies of Proposal

Each proposal shall include eight (8) completed separately bound copies. Submit proposals in a sealed envelope with "Cheatham County Substitute Vendor Bid" clearly indicated. Failure to comply may result in rejection of proposal.

C. Acceptance/Rejection of Proposal

1. Award

- a. The contract will be awarded to the qualified vendors whose offer, conforming to the conditions and requirements of this request for proposal, will be more advantageous to the Cheatham County Board of Education. The evaluation of criteria, cost, and other factors will be taken into consideration.
- b. The Cheatham County Board of Education reserves the right to reject any and all offers and to waive informalities and minor irregularities in proposals received.
- c. This Request for Proposal does not commit the Cheatham County Board of Education to contract for any requirements for this solicitation.
- d. A written award or contract furnished to the successful vendor, within the time for acceptance specified in the offer, shall be deemed to result in a binding contract without further action by either party.

D. Fees and services

The Cheatham County School District has approximately 400 certified teachers. Currently if a substitute is a certified teacher they receive \$75 per day. If a substitute is non-certified they receive \$65 per day.

Each vendor must agree in advance in written form to submit a proposal with cost figures for the 2019-2020 school year.

V. CONTRACT

A. Award

It is the full intent, assuming that satisfactory proposals are received, to award a contract. If an award is made it will be for a one-year period, beginning on the date of the contract, with provisions for four (4) one-year extensions. Extensions will be made based upon the recommendations of the authorized representatives of the Cheatham County Board of Education and the vendor. Final approval for any extensions shall be made by the Cheatham County Board of Education.

B. Termination/Cancellation

In the event of material breach in this agreement, either party may terminate this agreement after giving to the other party a thirty (30) day written notice of the breach and thirty (30) days within which to cure the situation. Upon receipt of such notice, the breaching party shall respond to the non-breaching party in writing, stating the actions to be taken to remedy the breach.

The Cheatham County Board of Education reserves the right to cancel the contract upon thirty (30) days written notice for reasons of non-performance within the terms and conditions of this request for proposal or conditions beyond control, such as inadequate funding.

C. Payments

Payment for services received will be made on a monthly basis. After approval the invoice will be forwarded for payment. Payment shall be made within thirty (30) days from date of invoice.

D. Insurance

The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the District before the commencement of any work.

1. Commercial/Comprehensive General Liability coverage of not less than 1,000,000 per occurrence and \$1,000,000 in the aggregate.
2. Worker's Compensation as required by applicable law
3. Employee Fidelity Bonds covering Contractor's employees providing the contracted services.
4. The contractor will provide an insurance certificate within 21 days after acceptance of contract.
5. The Cheatham County Board of Education must have 10 day notice of cancellation or change of insurance coverage and give its approval.

6. The Cheatham County Board of Educations shall be named as an additional insurance by Endorsement on the Contractor's policy as to the subject contract.

VI. RESPONSIBILITIES OF CONTRACTOR

A. Personnel

All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the contractor. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, equal employment opportunity, wage and hour and any other stipulations germane to prudent personnel management. Background checks will be in compliance with TCA 49-5-413. The Board or designated representatives reserves the right to review the background checks and drugs checks for all employees and applicants of Contractor and reserves the right to accept and/or deny any employee of the Contractor. The Board also reserves the right to reject any employee of the Contractor at any time based upon the employee's job performance or for whatever reason the Board determines is its sole discretion.

Only those personnel whom have been properly trained shall be assigned duties under this contract. Picture identification badges shall be required and furnished by contractor and worn at all times.

Contractor will pay all taxes pertaining to his employees as required by law. Any employee whose work habits and/or conduct is deemed objectionable shall be removed from the work force upon request of the authorized Cheatham County Board of Education representative.

Contractor will require each employee to successfully complete a training program prior to providing services. Contractor will develop a handbook to be distributed as part of the training program.

Contractor will maintain records of all services under the contract, which records shall include the school, teacher name, date requested, billing date, date performed and length of service. The subsequent billing invoice must show the date of service, teacher name, school, substitute's name, length of service, and funding source/program.

B. Security

The contractor shall be responsible for training employees in security requirement of the Cheatham County Board of Educations and shall be responsible for the enforcement of the same.

Additionally, each employee shall be informed of the following.

1. The Contractor shall be responsible for safeguarding against loss, theft, or damage of all District property, materials, equipment, and accessories that might be exposed the contractor's personnel

2. Guns, knives, or other dangerous weapons shall not be allowed on campus.
3. Alcohol and drugs are prohibited on campus.
4. Tobacco use (smoking, chewing, electronic vapor devices, etc.) is prohibited on campus.
5. Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by the Board).

C. Damage

The contractor shall be responsible for the repair/replacement to the satisfaction of the Board representative of any damage to the facility caused by any employee of the Contractor.

D. Emergencies

All emergency conditions shall be promptly reported to the Board authorized representative.

E. Indemnification

Contractor shall indemnify and hold harmless the Cheatham County Board of Education, Cheatham County, Tennessee and their respective officers, employees, agents, and representatives from and against any and all actions, liability, losses, claims, and expenses, including reasonable attorneys' fees ("losses"), arising or resulting from the Contractor's breach of the terms of the contract or the negligence or willful misconduct of Contractor or any of its officers, agents, or employees. The Board shall give reasonable notice to Contractor of any losses for which indemnity is or may be sought.

VII. ADDITIONAL INFORMATION

All inquiries or requests for additional information relative to this request for proposal should be directed to:

Tara Watson, Ed. D. Chief Operations Office
615-792-5664 or Tara.watson@ccstn.org