

# PROPOSAL SUBSTITUTE EMPLOYEE PLACEMENT SERVICES (SEPS)

## Request for Proposal

No. PRCSD01292025WKT



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RESPONSES ARE DUE PRIOR TO:  
January 29, 2025  
2:00 PM MST

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### **Services Requested.**

Provo City School District (District) seeks competitive sealed proposals from qualified Temporary Employment Service Providers (TESP) to act as a third-party administrator (TPA), in accordance with all state and federal laws and District policies to provide Substitute Employee Placement Services (SEPS) on behalf of the District's Board of Education and its appointed officers and/or committees. This Request for Proposal (RFP) is intended to cover the District's determination to outsource SEPS to a qualified TPA with the necessary experience and internal infrastructure suitable to meet the needs of the District. See Section I, Paragraph 3 - Scope of Services for more specific detail.

### **Employee Position Needs.**

Substitute employees are typically classroom teachers, but may also include: clerical, janitorial, food services, instructional assistants professionals, and other substitute employees as may be required by the District.

### **Overview of District**

The administrative offices of the District are located in Provo, Utah. The District operates **23** schools/programs throughout Utah County, Utah and provides public education services to approximately 13,500 K- 12 grade students. Schools in operation include the following:

- 13 Elementary Schools
- 2 Junior High/Middle Schools
- 3 Senior High Schools
- 5 Alternative schools /programs

### **Submission Deadline – January 29<sup>th</sup>, 2025 at 2:00 PM MST**

Responses are due per the Submission Deadline noted in this RFP. Respondent bears all risks if documents are not received prior to the submission deadline and assumes the responsibility to verify that responses have been received.

### **Questions**

Questions regarding this RFP shall be submitted via the U3P portal. Questions that arise will be answered and posted on U3P. All questions must be submitted by January 27<sup>th</sup>, at 2:00 PM MST.

### **Submission of Statement of Qualifications**

Responses shall be submitted through Utah Public Procurement Place (U3P):  
<http://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>

Additional instructions for submitting responses:

- A. It is the responsibility of the respondent to “Log In” through U3P. For assistance contact U3P at [sciquestadmin@utah.gov](mailto:sciquestadmin@utah.gov)

- B. All responses shall be submitted through U3P. Following the deadline, the names of those responding to the RFP will be made public. All other information will remain confidential as allowed by law.

Unless specifically authorized by the Districts' Administrative Office, telephonic Statement of Qualifications or modifications of qualifications will not be considered. However, modifications by email for qualifications already submitted through proper channels will be considered, if received prior to the time of the submission deadline.

### **Contract Term**

Effective Date: 07/01/2025 Termination Date: 06/30/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. This contract may be automatically renewed annually for up to four (4) additional years.

### **Administrative Guidance**

The information provided in this RFP is designed to provide interested respondents with sufficient information to submit responses meeting minimum requirements, but it is not intended to limit response content or to exclude any relevant or essential data therefrom. Respondents are at liberty and are encouraged to expand upon the specifications to give additional evidence of their ability to provide the services requested in this RFP while keeping responses concise.

### **Scope of Terms & Conditions**

Before submitting a response, the respondent shall understand all contract conditions referred to in this document, and any addenda issued before the RFP submission date. It shall be the respondent's responsibility to ensure that the response includes all addenda issued prior to the RFP submission date. By submitting a response, the respondent acknowledges and accepts the terms and conditions described herein Section 1.6.

### **Response Preparation Costs**

Provo City School District is not liable for any cost incurred by the respondent associated with the preparation of the response or the negotiation of a contract for services prior to the issuing of the contract.

### **Restrictions**

All responses must clearly set forth any restrictions or provisions deemed necessary by the respondent to effectively service the proposed project.

### **Addendum to the RFP**

In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be posted for all proponents and potential proponents via U3P. A statement issued in an addendum shall have the effect of modifying this RFP as outlined in said addendum.

## Communication

Any other communication, whether verbal or written, which are received by any representative of the respondent from sources other than official addendum should be confirmed by the respondent with the purchasing department as being true and accurate prior to incorporating such information into its response. This refers to both formal and informal conversations and communications. Communication with staff or associates of Provo City School District is prohibited during the RFP process and may be grounds for disqualification.

## Non-Discrimination

All qualified respondents will receive consideration without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, and/or protected veteran status.

## Scope of Services

**Responsibility.** The successful TESP /TPA will provide all services, training, resources, and personnel necessary to perform the work defined in this RFP. The District will not be responsible for travel/mileage expenses. The successful TESP/TPA shall be a contracted vendor and not an agent or employee of The District. Substitute employees assigned by the TESP/T PA to provide services to the District shall be employees of the TESP/TPA - not District employees. The TESP/TPA shall adhere to all requirements of federal, State of Utah, and local laws, rules, regulations, statutes, etc. pertaining to hiring, employment, and business operations.

**Major Services Requested.** Major services to be provided are as follows.

Services prefaced with an asterisk (\*) have been designated as Pass/Fail criteria. **Please indicate that your company is able to provide all the information below.** The TESP/TPA shall:

- \*Conduct employee background checks in accordance with state and Federal laws;
- \*Recruit, screen, and employ substitute employees in compliance with state/federal laws and District standards (i.e., minimum qualifications, dress standards, skill level, etc.).
- \*Assign consistent support personnel to work with the District to develop and/or manage the system, and provide training and ongoing support.
- \*Place substitute personnel utilizing an automated substitute management system.
- \*The automated staffing system must track employee absences by type and program. The system must also track the cost-fund code for the substitute employee.
- \*Provide program training to District staff. Training to be oriented towards the installation, operation, and use of the web-based application. All training is to be conducted at the District's site.

- \*Have and maintain comprehensive general liability insurance with minimum limits of not less than \$1,000,000 per occurrence, \$3,000,000 general aggregate, against claims for injuries to persons or damages to property with the District named as the additional insured.
- \*Have and maintain Workers' Compensation insurance covering the offeror's employees while those employees are engaged in performing services under the contract.
- \*Indemnify and hold the District and its officers, employees, and agents harmless from and against any and all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action, or any other liabilities or losses, including all costs of defense, settlement, and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act or breach of this contract.
- Provide training to substitutes in position-specific topics before placement including Special Education training to meet the needs of the students. (i.e. behavior and other physical needs)
- Provide seamless transition/implementation to the successful offeror's system.
- Have a thorough understanding of the types of statutes, policies, and procedures school districts must follow.
- Provide information pertaining to the TESP/TPA organizational structure, names, and credentials of those who will service the District account.
- Be capable of meeting the District's financial requirements and qualified in providing the services outlined in this document in a cost effective and efficient manner consistent with state and federal laws and regulations.

**Additional Mandatory Minimums** Proposals not meeting a requirement under this Paragraph and any requirement prefaced with an asterisk (\*) in the above paragraph will receive no further consideration. Only proposals meeting the pass/fail criteria will be evaluated. **Please indicate that your company is able to provide all the information below.**

- 1.2 Experience and proven track record with large volume clients in placing up to 125+ substitutes per day.
- 1.3 Documented **fill** rate no less than 95% per day.
- 1.4 Ability to verify employment qualifications (i.e., E-verify, background checks).

### **Additional/Alternative Services – Max 10 pages**

The District welcomes any additional related services the offeror wishes to provide. Such services should be clearly identified and the benefits and associated costs described. Alternative services may also be offered for consideration provided they are clearly described and include an explanation of how the alternative services will better meet the District's needs and objectives. Additional or alternative services that significantly differ from the primary proposal, should be submitted as a separate offer. A separate offer must stand-alone on its own merits independent of any other offer submitted and comply with all pass/fail criteria, requirements, and documentation as provided in this RFP.

#### **Right to Negotiate Other Services.**

The District reserves the right to negotiate to amend any contract(s) awarded as a result of this solicitation to include other related services as deemed to be in the District's best interests without the need to re-issue a formal Request for Proposal for such services.

**Compensation.** The offeror must propose a fixed markup percentage based on the predetermined daily/hourly wage rates established by the District for various substitute positions (refer to Exhibit "B"). The offered markup percentage(s) will serve as the sole method of compensation for the offeror. The daily/hourly base rates set by the District are subject to change with minimal notice. These changes are typically influenced by adjustments to the daily/hourly base rates.

- The local labor market.
- The availability of District funding.
- The daily/hourly wage rates, or
- The educational requirements, etc.

**Price Escalation.** The Daily/Hourly Rate Schedule is designed to encompass the use of substitute personnel, including substitute teachers, clerical staff, janitorial staff, food service workers, bus drivers, and other positions as required by the District. Any proposed fees for services not explicitly outlined in the scope of services must be itemized separately and clearly defined if not already included in the markup percentage. The District may consider a request from the successful offeror for a markup percentage increase solely to address business operating expenses. Such a request will only be reviewed on an annual basis and must be submitted in writing at least ninety (90) days before each subsequent contract renewal date. Any approved increase shall not exceed the rate published by the Department of Labor's Consumer Price Index (CPI) for the most recent available period.

## **Evaluation Criteria - Exhibit A - Questionnaire and Exhibit B Cost Sheet (Buyers Attachments)**

General & Sub-Criteria. Only those proposals that meet the Pass/Fail Criteria requirements shall be evaluated using the following criteria. Sub-criteria for each shall be identified by the District and be the means for measuring how well each offeror meets the evaluation criteria:

- 200 Points- Systems Support / Responsive Services
- 150 Points- Ability to acquire and maintain a sufficient pool of available substitutes.
- 100 Points- Training Employees
- 400 Points- Fill Rate
- 150 Points- Cost

### **Presentations/demonstrations**

The evaluation committee will present its preliminary scores to the Purchasing Department after examining Exhibit A - Questionnaire. At that point, in-person presentations/demonstrations will be required of all vendors who received a minimum of 595 out of 850 points from the scoring of Exhibit A - Questionnaire. The vendors will be informed of the presentations with at least one week's notice, along with the precise date and time. All presentations will be at the offeror's expense.

To facilitate a focused and productive presentation, upon notice of invitation vendors will be provided with a script of questions that the Committee would like addressed during the presentation. This will enable vendors to thoroughly prepare and ensure that all relevant topics are covered. Presentations will be focused on the vendor's submitted materials, philosophy, approach, and methodology, including recommended deliverables to effectively fulfill the requirements of this proposal.

After the presentations, the committee reserves the right to adjust preliminary scores based on the presentations. Any vendors that remain above the 595-point threshold after the presentations will have their cost evaluated.

