

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

**170705 Staffing Services**

### General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

### Definitions

**PURCHASE ORDER** is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

# Terms and Conditions

## Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

## Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly and proportionally lower the cost of any product purchased through TIPS following a reduction in the supplying manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

## **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

## **Miscellaneous**

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

## **Purchase Order Pricing/Product Deviation**

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

### **Supplemental Agreements**

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

#### **INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:**

**ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.**

### **Licenses**

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

## **Site Requirements (Only when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Invoices**

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

## **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

## **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

## **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

## **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the



inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Acceptance of work by TIPS Member**

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

**Incorporation of Solicitation**

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

See next page

## Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1<sup>st</sup> of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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**Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.**

**Page 11 of 11 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 170705 Staffing Services

Company Name PESG of Texas, LLC

Address 4606 FM 1960 Rd W


City Houston State TX Zip 77069

Phone 855-747-8233 Fax 866-282-9009

Email of Authorized Representative nhbledsoe@mypesg.com

Name of Authorized Representative N. Henry Bledsoe

Title President & CEO

Signature of Authorized Representative 

Date August 10, 2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 9/24/17

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Contracts Support	Contact
Phone	(903) 575-2689	Department		Department
Fax		Building		Building
Bid Number	170705	Floor/Room		Floor/Room
Title	Staffing Services	Telephone	(866) 839-8477	Telephone
Bid Type	RFP	Fax	(866) 839-8472	Fax
Issue Date	7/6/2017 08:03 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	8/18/2017 03:00:00 PM (CT)			

## Supplier Information

Company	PESG Holding Company LLC (PESG of Texas LLC)
Address	404 BNA Drive ste 407  Nashville, TN 37217
Contact	Henry Bledsoe
Department	
Building	
Floor/Room	
Telephone	(866) 782-7277 x7401
Fax	
Email	nhbledsoe@mypesg.com
Submitted	8/18/2017 10:33:57 AM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Henry Bledsoe

Email bboone@mypesg.com

## Supplier Notes

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## Bid Notes

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## Bid Activities

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## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Thank you for the opportunity to partner with the Region 8 Education Service Center. We look forward to serving your district by offering customized solutions for all of your educational staffing needs. In 2005, we saw a gaping need in education and created a way to meet it. That same innovative spirit drives us today. We are passionate about discovering new and improved ways to serve educators and help schools run more efficiently. PESG is trusted by more than 6,000 schools around the country – in fact, we are proud to be a national leader in Education-Only Staffing Services. On any given day, we fill staffing vacancies with substitute teachers and other educational professionals for more than 1.2 Million students in rural, urban, and suburban K-12 schools.
6	Primary Contact Name	Primary Contact Name	Henry Bledsoe
7	Primary Contact Title	Primary Contact Title	President and CEO
8	Primary Contact Email	Primary Contact Email	nhbledsoe@mypesg.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8667827277
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8662829009
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6154918374

12	Secondary Contact Name	Secondary Contact Name	Kim Woodson
13	Secondary Contact Title	Secondary Contact Title	Director of Marketing and Field Services
14	Secondary Contact Email	Secondary Contact Email	mwoodson@mypesg.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8557478233
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8662829009
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6153543170
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kim Woodson
19	Admin Fee Contact Email	Admin Fee Contact Email	mwoodson@mypesg.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8557478233
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Gordon Hansen
22	Purchase Order Contact Email	Purchase Order Contact Email	ghansen@mypesg.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8557478233
24	Company Website	Company Website (Format - www.company.com)	www.mypesg.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	81-4078614
26	Primary Address	Primary Address	4604 FM Road W Suite 400
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	76112
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Temporary Staffing, Temporary Staffing Services, Substitute Employees.
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes

32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houton
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:  State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.  The notice must include a general description of the conduct resulting in the conviction of a felony."  Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	<p>What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.</p>	0%

41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
44	Start Time	Average start time after receipt of customer order is ____ working days?	30
45	Years Experience	Company years experience in this category?	12
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)



- 50 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ      If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686      No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 51 Filing of Form CIQ      If yes (above), have you filed a form CIQ as directed here?
- 52 Regulatory Standing      I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.      Yes
- 53 Regulatory Standing      Regulatory Standing explanation of no answer on previous question.
- 54 Antitrust Certification Statements (Tex. Government Code § 2155.005)      By submission of this bid or proposal, the Bidder certifies that:      (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
  - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
  - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
  - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

56 Suspension or Debarment Certification

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 governmentwide 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.

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

58 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

59 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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

60 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)  
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.  
Does vendor agree?

Yes

61	2 CFR PART 200 Clean Air Act	<p>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).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>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.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
65	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

66 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
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67 Remedies Explanation of No Answer

68 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
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69 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes
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Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- 70 Alternative Dispute Resolution Yes, I Agree  
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.  
Do you agree to these terms?
- 71 Alternative Dispute Resolution Explanation of No Answer
- 72 Infringement(s) Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.  
Do you agree to these terms?
- 73 Infringement(s) Explanation of No Answer
- 74 Acts or Omissions Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.  
Do you agree to these terms?
- 75 Acts or Omissions Explanation of No Answer
- 76 Contract Governance Yes  
Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.



77 Payment Terms and Funding Out Clause

Payment Terms:  
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:  
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.  
See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.  
Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance  
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint  
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>  
If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and  
(2) has or will have direct contact with students  
Then you have "covered" employees for purposes of completing the attached form.  
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.  
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Some

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

- |    |                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |
|----|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 81 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> |     |
| 82 | Agreement Deviation/Compliance                 | Does the vendor agree with the language in the Vendor Agreement?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Yes |
| 83 | Agreement Exceptions/Deviations Explanation    | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>                                                                                                                                                                                                                             |     |

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Line Items

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Response Total: \$0.00

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RFP 170705 Staffing Services

**Certification Regarding Lobbying**

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**PESG of Texas, LLC**

4606 FM 1960 Rd. W  
Suite 400 Houston, TX 77069

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Name/Address of Organization

**N. Henry Bledsoe**

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Name/Title of Submitting Official

  
Signature

**August 10, 2017**

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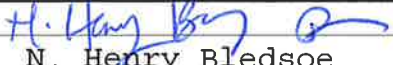
Date

RFP 170705 Staffing Services

**Disclosure of Lobbying Activities** NOT APPLICABLE

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See next page for public burden disclosure.)

Approved by OMB  
0348-0046

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
<p>4. Name and Address of Reporting Entity:</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known?	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>   Congressional District, if known:	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name / Description:</p>  CFDA Number, if applicable:	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> \$ _____	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>  (attach Continuation Sheet(s) SF-LLL-A, if necessary)	<p>b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI):</p>   (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<p>11. Amount of Payment (check all that apply):                  \$ _____ <input type="checkbox"/> actual      <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<p>12. Form of Payment (check all that apply)</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p>   (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:                   Print Name: <u>N. Henry Bledsoe</u>                  Title: <u>President &amp; CEO</u>                  Telephone No: <u>866-782-7277</u> ext <u>5001</u> Date: <u>8-10-2017</u></p>	
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form - LLL</p>	

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.


**Official:** N. Henry Bledsoe  
**Print Authorized Company Official's Name**

**A.** My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**Signature of Authorized Company Official:** \_\_\_\_\_

**OR**

**B.** My firm is not owned nor operated by anyone who has been convicted of a felony:

**Signature of Authorized Company Official:**   
N. Henry Bledsoe

**OR**

**C.** My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

**Signature of Authorized Company Official:** \_\_\_\_\_



CERTIFICATION BY CORPORATE OFFERER

RFP 170705 Staffing Services

**IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

OFFERER: PESG of Texas, LLC  
(Name of Corporation)

I, Andrea Duff certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

N. Henry Bledsoe  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

President & CEO  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



*My Commission Expires 02/22/2020*

CORPORATE SEAL if available

Andrea Duff  
SIGNATURE

August 10, 2017  
DATE

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

YES or NO

**2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.


(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) 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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) 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
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name PESG of Texas, LLC

Print name of authorized representative N. Henry Bledsoe

Signature of authorized representative 

Date 8-10-2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL  
RFP 170705 Staffing Services

**Express Waiver: I desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

PESG of Texas, LLC

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

N. Henry Bledsoe President & CEO



\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

4606 FM Road 1960 W Houston TX 77069 866-782-7277 e5001  
Suite 400

\_\_\_\_\_  
Address City State ZIP Phone

RFP 170705 Staffing Services

## Section 1: Proposer Information

### A. History of Firm

Professional Educational Services Group (hereafter known as PESG), is *the top-ranked Education-Only Staffing Agency in the United States*. **For twelve years, PESG has built a solid reputation as a stable, reliable, and proven industry leader.**



Developed in 2005, PESG was the answer to a specific request from an overwhelmed administrator who needed assistance managing and administrating substitute staff. **PESG was formed to deliver staffing solutions, add efficiencies and value, and create financial savings for schools.**

Utilizing a breakout team of over 20 leading experts in teaching, school administration, district management, and more, PESG spent over six months planning, designing, and testing a dual relationship approach. We developed processes to integrate an automated calling system with a paperless payroll process that would deliver the final accounting figures to the district, as well as other innovative systems.

Over the next decade, we continued to grow our systems and develop our processes in order to bring the most efficient solutions to our partner districts.

#### **PESG Today**

Today, PESG remains committed to school districts by focusing solely on education. We offer the people, processes, and programs schools need to achieve their educational staffing goals.

PESG currently serves over 6,000 schools of all sizes, in rural, urban, and suburban areas. We actively employ more than 40,000 substitute teachers and educational staff who provide service in over 40 different educational staffing classifications. On any given day, we fill between 11,000 and 15,000 assignments – equating to overall fill rates in the 98% range.

Because education is our only focus, everything we do is with your success in mind. From maximizing classroom fill rates to streamlining internal processes, PESG works every day to ensure your students receive the ultimate benefit: the education they deserve.

We are still listening to educators and developing industry-leading specialty divisions to meet the unique challenges with and beyond the classroom. We're undistracted and unified in our vision to create solutions for positive change in schools.

PESG is a national leader in substitute staffing and educational services because we never stop asking the question, "What can PESG do to help?"

## B. Experience and Qualifications

### **Key Characteristics of PESG**

PESG is proud to bring you the **people, processes, and solutions** you need to save your district money – without shortchanging your students.

**People:** We provide qualified, credentialed, and trained Educational Service Staff in over 40 different staffing classes.

**Processes:** We fill absences utilizing an online placement system, backed by our fully-staffed call center and of course your PESG Team - and offer a *97% Fill Rate Guarantee to participating districts*.

**Solutions:** We manage employees, including everything from recruiting to payroll to managing benefits, and we take full responsibility for full *PPACA monitoring and compliance*.



***As the national leader in educational staffing, PESG has the systems, processes, and people in place to offer collaborative solutions to school districts of any size.***

### **A Custom Service Plan**

At PESG, we don't believe that one size fits all. Because every school district faces distinctive challenges, PESG listens to your needs and offers services that are customized for you, in a cost-effective manner that saves time, energy, and money – so that you can redirect those resources to the children you serve.

PESG is able to help your district with whatever staffing problems you may be facing. We are your total staffing solution.

### **Over 40 Different Staffing Classifications**

PESG currently offers over 40 different staffing classifications to meet the staffing needs of our Educational Partners. We do not offer bus drivers, lifeguards, or aquatics instructors for liability reasons.

*Please see the attached Staffing Classifications Chart.*

## PESG's Educational Employee Classifications

Administration		
- Assistant Principals - Counselors	- Finance Department Personnel - General Accounting Clerk	- HR Department Personnel - Principals
Event / Program Staff		
- After School Staff - Athletic Coaches - Youth Safety Advocates - Caregivers	- Child Daycare Staff - Community Service Organizer - Concession Staff - Game Staff	- Intramural Staff - Proctors (price based on SOW) - Piano Accompanists - Student Advocates
Support Staff / Assistants		
- Athletic Trainers - Book Store Workers - Breakfast Aides - Building Coordinator - Bus Aides - Cooks / Food Service Staff - Crossing Guards - Custodial & Groundskeepers - Data Entry Clerk - General Office Clerk	- Hall Monitors - Interpreter - ISS Room Staff - IT General / Helpdesk - Librarians - Lunch Aides - Maintenance Worker - Moving Help - Music / Recreation Therapist - Media Clerk	- Noon Supervisors - Parking Lot Attendants - Play Ground Aides - Printer - Receptionist - Security - Social Worker - Supplemental Support - Teacher Aides - Technology Staff
Teachers		
- Adult Education Staff - Certified Substitutive Teachers - Classroom Aide / Assistants - Cosmetology Teachers	- ESL Instructors - Homebound Teachers - Learning Disabilities Staff - Non-Certified Substitute Teachers	- Para Professionals - Pre-K Teachers - Student Teachers - Tutors

## **PESG: A Proven Educational Ally**

PESG alleviates a score of administrative burdens, including attracting the best talent, screening employment candidates, training, and onboarding substitute staff.

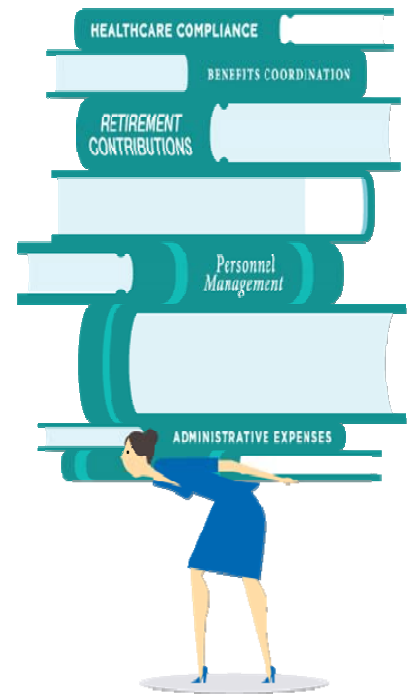
PESG manages all employees and maintains all personnel records. We track employment, verify licensures, maintain all employee records, and handle all employee communication – with no hidden fees. PESG pays FICA and Medicare costs, all unemployment taxes, and Worker’s Compensation premiums, and relieves schools of retirement system contributions.

And if your school district wants to hire an employee from within the PESG substitute pool, you may do so at any time, with *absolutely zero associated fees or costs* – something you won’t find with competing staffing firms.

## **Services Provided**

PESG provides all Educational Partners with the following services:

- Recruit, screen, hire, and train all substitute teacher and educational employee candidates (known as Educational Service Providers)
  - Review all background checks (and drug tests where applicable) and verify prior employment
  - Verify all required licensures and credentials
  - Provide classroom management training and other training modules
  - Provide training for call systems and software
- Manage all employees and administrate personnel services
  - Pay all employees
  - Hold all employee files and manage performance issues
  - Provide and manage benefits
  - Provide and be responsible for proactive PPACA monitoring and compliance
  - Handle Workers Compensation claims and Insurances
  - Manage unemployment and state-required insurance to cover all claims
  - Provide W-2’s
  - work directly with Department of Education; maintain all Educational Compliance training
- Provide ongoing training and development opportunities for Employees
- Provide recognition services for top-performing Educational Service Providers
- Fill daily absences with qualified personnel in 40+ educational staffing classifications
- Provide customized reporting features at the click of a button, including real-time functions
- Provide hands-on customer support and service from local team, backed by the strength of regional and corporate offices as well as Call Center professionals



We also offer the "**PESG Promise:**" We take 100% responsibility for all PPACA monitoring, compliance, and costs associated with our employees. Unlike some competitors, we never require surcharges to subsidize potential non-compliance penalties; we take responsibility for these associated costs, thereby directing substantial budget dollars back to your classrooms. This commitment relieves our Educational Partners of these burdens while also giving PESG employees voluntary access to a wide range of healthcare benefits, without concerns of limited or restricted work hours.

Superintendents, Business Directors, and HR Directors are able to reduce the workloads of their teams due to process efficiencies, including decreased payroll and administrative expenses with the Schoolhouse™ program. All required electronic reporting is provided online, with an electronic payroll platform customized specifically for education, incorporating school-specific cost accounting and budget codes.

In addition, **PESG includes extra employee management services for your District personnel, with absolutely zero additional costs.** This means your District can utilize our application, onboarding, and time/attendance systems for your internal direct hire personnel, completely free.

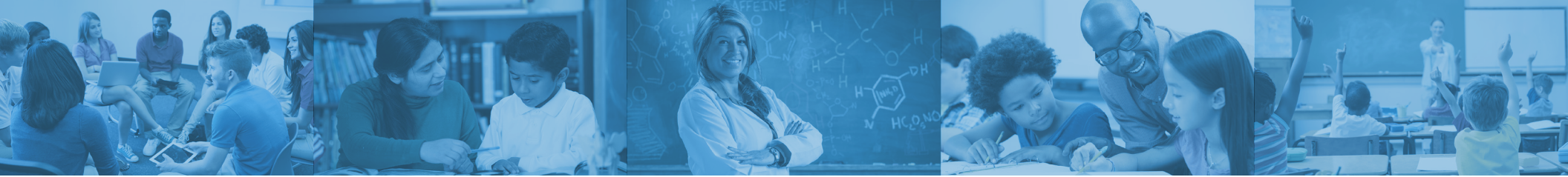
#### **Other Cost-Related Benefits for your District**

Healthcare compliance is just one of the benefits for school districts who partner with PESG. Superintendents, Business Directors, and HR Directors are able to reduce the workloads of their teams due to process efficiencies, including decreased payroll and administrative expenses. All required electronic reporting is provided online, with an electronic payroll platform customized specifically for education, incorporating school-specific cost accounting and budget codes.

PESG pays FICA and Medicare costs, all unemployment taxes, and Worker's Compensation premiums, and relieves schools of retirement system contributions. We track employment, verify licensures, maintain all employee records, and handle all employee communication – with no hidden fees. And if your school district wants to hire an employee from within the PESG substitute pool, you may do so at any time, with absolutely zero associated fees or costs – something you won't find with competing staffing firms.

***Please see the following chart entitled "Process Benefits of Partnering with PESG" to view the variety of ways PESG handles tasks and duties associated with employee management and other cost-related items.***





# PESG<sup>®</sup>

EDUCATIONAL STAFFING SOLUTIONS

## PROCESS BENEFITS OF PARTNERING WITH PESG

SUB PLACEMENT / CALLING SYSTEMS	EMPLOYMENT PROCESS	PAYROLL	WORKER'S COMPENSATION	UNEMPLOYMENT	MISCELLANEOUS SAVINGS
<ul style="list-style-type: none"> <li>• Training for Teachers, Substitutes, Administrators, and Other Personnel</li> <li>• Entering substitutes into the software and payroll system</li> <li>• Answering in-bound phone calls about software and related job assignments</li> <li>• Hosting training for new and existing substitutes each new school year</li> <li>• Offering ongoing training related to software</li> <li>• Providing ongoing Best Practices training for Educational Partners</li> </ul>	<ul style="list-style-type: none"> <li>• Advertising &amp; Recruiting</li> <li>• Conducting candidate screening &amp; interviews</li> <li>• Recommending qualified candidates to Educational Partners</li> <li>• Post-Offer / Pre-Employment processing</li> <li>• I-9 form processing</li> <li>• Processing criminal background checks</li> <li>• Checking prior employer work history / unprofessional conduct</li> <li>• Filing and holding educational documents, certifications, licenses</li> <li>• Sending written communication of final approval / hire</li> <li>• State &amp; Federal data collection and reporting</li> <li>• Processing substitute permits, where required</li> <li>• Offering &amp; monitoring training related to PESG, federal, state, and district requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Payroll setup time and costs</li> <li>• Costs associated with producing paychecks</li> <li>• Direct Deposit costs</li> <li>• Validating payroll</li> <li>• Managing payroll adjustments / garnishments</li> <li>• Hosting payroll HR services online</li> <li>• Processing W-2 forms</li> <li>• Responding to verification of employment inquiries</li> <li>• Processing child support payments</li> <li>• Handling subpoenas</li> </ul>	<ul style="list-style-type: none"> <li>• Filing and processing paperwork</li> <li>• Costs associated with Worker's Compensation claims</li> <li>• Administrative actions for denied claims</li> <li>• Claim monitoring</li> <li>• Contesting ineligible claims</li> <li>• Coordinating "Back-to-Work" programs</li> </ul>	<ul style="list-style-type: none"> <li>• Processing and responding to claims</li> <li>• Costs associated with Unemployment Claims</li> <li>• Administrative actions</li> <li>• Reasonable Assurance communications</li> </ul>	<ul style="list-style-type: none"> <li>• Legal costs</li> <li>• Managing Employment Claims</li> <li>• Wage and Hour Compliance</li> <li>• EEOC Compliance</li> <li>• Working directly with state legislators</li> <li>• Implementing Performance Management Process</li> <li>• Implementing and managing Corrective Action/ discipline process</li> <li>• The "PESG Promise:" 100% responsibility for all PPACA monitoring, proactive compliance, and costs associated with PESG employees</li> </ul>

**CONTACT US FOR MORE INFORMATION**  
 sales@mypesg.com | 844-4MY-PESG | mypesg.com  
 4 6 9 - 7 3 7 4

## **Measures of Effectiveness**

At PESG, we measure our effectiveness by two predominant factors: fill rates and customer satisfaction.

### **Fill Rates**

In order to calculate daily fill rates for each district, we assess the number of filled absences divided by the total number of absences per day; we then assess a cumulative average fill rate based on the daily fill rates to provide a district's annual average fill rate.

National fill rates range from 50% to a high of 92% when school districts handle substitute staffing in-house; the predominant range is from 60% - 85%. A number of factors influence a district's ability to fill absences, such as location, socio-economic factors, district absence policies, last-minute absences, and more.

PESG is proud to say that we have achieved national average fill rates of approximately 98%. For prearranged absences, our fill rate is 100%. Last-minute and hard-to-fill absences are addressed immediately and we make every effort to fill them; our Fill Rate Incentive Programs provide ample encouragement for our employees to accept those assignments which otherwise may go unfilled.

### **Customer Satisfaction**

Because we prioritize local relationships and emphasize constant communication with our Educational Partners, we enjoy a 100% client retention rate for the programs recommended in this proposal.

From the moment we are awarded a contract, we work hard to ensure a smooth transition for the district, those district employees who will become PESG employees, and the community at large to ensure the satisfaction of all stakeholders. Our focus is on delivering savings and efficiencies to our Educational Partners by effectively executing the agreed-upon services in a timely manner. We are proactive with our communications with the District in order to ensure we are able to address any concerns at the earliest opportunity.

We have heard from many District representatives who credit PESG with assisting their students in achieving higher standardized test scores due to the high quality of education provided by our substitute teachers. We do not provide babysitters to supervise classrooms; we provide qualified professionals who ensure continued education in the absence of the primary teacher.

Because we are committed to providing quality services, excellent customer care, conveniences such as technology, reporting, and invoicing, and other value-adding elements to our services, our Educational Partners continue to choose to work with PESG year after year.

### **Employee Satisfaction**

Another important measure of effectiveness involves taking great care of our PESG employees who serve in your schools. We are happy to say many PESG employees consider us to be an

exemplary employer, particularly when compared with other staffing providers. We respect the individuals who work with us and we are committed to promoting a safe and healthy workplace environment.

Our employees enjoy flexibility in their schedules, bonus earning opportunities and full voluntary benefits. Whenever they have questions or concerns arise about enrollment, benefits, payroll, or other employment-related issues or need assistance with assignments, our Call Center specialists are on hand to help. We take the time to recognize and celebrate our employees who perform on a commendable level and show exceptional commitment to your schools.

### **Community Satisfaction**

Beyond the satisfaction of our Educational Partners and our Employees, PESG considers the support of the local community to be a measure of our effectiveness in any given area. After all, the community is made up of children and families who are served by PESG.

We are committed to creating a positive local community presence within the areas we serve. We create jobs which stimulate the local economy and give voluntary health and retirement benefits for all employees, helping other members of the family as well. We encourage our local service teams to buy locally, build relationships within the community and serve at every opportunity. We sponsor local charity events, sports teams, and civic events which line up with our corporate mission, vision and values, pouring thousands of dollars back into the local economy each year.

### **Fill Rate Incentive Programs**

In addition, we have seen substantial and immediate fill rate increases in districts who participate in our *Fill Rate Incentive Programs*. These innovative programs create incentives for the most committed and dedicated substitutes in your area to accept more jobs and make stronger commitments to your district. In participating districts, we have seen fill rates increase to an average of 97% within the first 30 days of implementation. They are cost-effective solutions that benefit your district, your substitutes, and ultimately the children you serve. The bottom line: They get results.

### **Fill Rate Guarantee**

We are pleased to offer our "*PESG 97% Fill Rate Guarantee*" to all participating school districts who implement both of our proprietary Fill Rate Incentive Programs for the full school year:

*If your district implements both Fill Rate Incentive Programs as stated in the PESG contract addendum for the full school year (partial years do not apply) and PESG fails to fill the stated 97%, your district will receive a refund of the administrative markup fees on the difference between the 97% and the actual percentage filled from PESG.*



These innovative programs have produced tremendous results in participating districts. The district-paid programs reward reliable, consistent substitute educators in your district with bonuses based on the days they work. Your best subs are motivated to proactively accept assignments and to be available for last-minute needs as well. When implemented, these programs have increased district fill rates to an average range of 95%-100%, and created a substantial positive increase (97%) within the first 30 days of implementation.

*Because these Fill Rate Incentive Programs are so successful, we strongly recommend that your district participate in these programs concurrently from the beginning of the contract period.*

Our 97% Fill Rate Guarantee is applicable only when both programs are implemented in your district for the entire school year. However, in circumstances where a district chooses to implement the programs after the school year has begun, the programs still work and will raise your fill rates substantially.

***Please see the following page for details regarding PESG's Fill Rate Incentive Programs.***

**INSERT  
VIT/PREMIER  
FILL RATE  
INCENTIVES  
SHEET HERE**

## C. Your PESG Team

### **Service and Operation Structure**

PESG is dedicated to providing the absolute best service and care for our Educational Partners. In order to do this, we provide a tiered operation structure, complete with a local office staffed with a team of specialists who focus exclusively on your district. We will provide descriptions of the roles of your local service team below.

In addition to your local team, your District will receive the additional support and oversight of our regional and national corporate office staff, including our Executive Staff. Within each tier, our teams work synergistically to ensure your local team is supplied with the best and latest training and support available.



### **Your PESG Team: Working for You**

The following are descriptions of key PESG service roles:

- A. Your ***Field Services Director*** is involved with your District from the beginning of the proposal process through award and throughout the duration of your contract with PESG.

Answering directly to PESG's Executive Team, this individual is responsible for:

- Identifying your District's unique needs and determining all aspects of your custom service plan
- Ensuring the correct and expected implementation of your contract with PESG
- Leading your local PESG Service Team and equipping them with the resources to fulfill their responsibilities to your District
- Developing and maintaining positive relationships with District administrators
- Serving your District in any way possible to promote healthy satisfaction with PESG

- B. Your ***District Services Manager*** is involved in all aspects of PESG's services for your District from the beginning of the contractual relationship. He or she is the primary contact for all questions regarding policies and procedures on a District level. The District Services Manager reports to the Field Services Director.

Responsibilities include:

- Overseeing all aspects of the Implementation process; administrating the timely completion of all tasks in each phase and ensuring that all people, systems, and processes are ready to support the needs of the Districts at the Go-Live date and beyond
- Training your District personnel for all relevant procedures and systems

- Facilitating all PESG policies and procedures and managing all aspects of PESG's service commitments to the District throughout the life of the contract
- Communicating with District leadership on a regular basis; this includes quarterly performance assessment meetings, school board sessions, general accessibility, and more
- Leading your local PESG service team; training and equipping to perform expected tasks, facilitating healthy relations between the service team and the District, providing accountability to team members, etc.
- Supporting the Field Services Director as needed

C. Your **District Specialist** handles the day-to-day operations for your District and is the primary contact at the School level. He or she reports to and works closely with your District Services Manager.

Your District Specialist is responsible for:

- Filling placements
- Recruiting qualified candidates (hosting job fairs, attending and presenting at college campuses, conducting candidate interviews, etc.)
- Screening, interviewing, and hiring candidates for employment with PESG
- Onboarding and training new hires to serve in your District
- Conducting in-classroom and on-site evaluations
- Assisting teachers and district personnel with inquiries regarding daily operations, such as time and attendance, scheduling, payroll verification, etc.
- Leading your local PESG team as they serve your District's PESG employees with onboarding assistance, scheduling, profile management, preference changes, etc.
- Supporting the District Services Manager as needed

D. Other members of your District's local PESG Service Team include your **Implementation Specialists, Recruiters, and Service Representatives**. These team members work with your District Specialist to assist the PESG Employees who work in your district and make sure that your needs and expectations are met at all times.

E. Your local PESG Service Team is supported by our **Regional and National Call Center** staff. These Call Centers are staffed by trained customer care professionals who proactively fill next-day and future assignments. PESG's Call Centers are open from 6:00 a.m. until 6:00 p.m. each weekday to fill open assignments and assist the teachers, administrative staff, and the PESG Employees who serve in your schools.

Any messages left with PESG during business hours will be addressed the same business day or within a reasonable period. PESG places a high priority on communication with our partner districts. Any messages left before or after our regular hours of operation are addressed as quickly as possible. Additionally, you may reach out to the District Services Manager assigned to your district with any urgent messages via their cell phone.

## **Key Personnel**

PESG is pleased to have a strong team to serve your district, the members of which collectively have decades of relevant experience and industry-specific knowledge. These individuals are committed to the success of your district and collaborate to give you the best experience possible with PESG.

## **Executive Team**



### **Henry Bledsoe**

*President and CEO*

nhbledsoe@mypesg.com | 866-782-7277 extension 5001

Henry Bledsoe serves as founder and CEO of PESG, the largest education-only substitute staffing agency in the United States. With a growing presence in thousands of schools across the country, PESG has developed a solid reputation for delivering people, processes, and staffing solutions that save school districts money – without shortchanging their students. Under Mr. Bledsoe' leadership, PESG maintains an average fill rate of 97% across the board and offers full PPACA monitoring and compliance to all partner districts. PESG is celebrating ten years of successful service.

Prior to the launch of PESG, Mr. Bledsoe enjoyed a decorated career as an entrepreneur, innovator, and business leader in the insurance industry. Known for his background in benefits management, success in business development, passion for education, and personal integrity, Mr. Bledsoe offers a uniquely qualified perspective on solutions for the educational arena.



### **Evan Bledsoe**

*Chief Strategy Officer*

hebledsoe@mypesg.com | 855-74-STAFF extension 7202

Evan has been directly involved in all aspects of building PESG since 2005 and is currently credited with the direct responsibility for the overall structure, design and process. He has a Bachelor's of Business Administration in Finance from Belmont University as well as having over 15 years of experience in working with financial analysis, technology systems development and product development and implementation.





**Fredericka Hayes**

*Corporate Human Resources Director/Educational Compliance Officer*  
fhayes@mypesg.com | 866-782-7277 extension 3303

A veteran of the educational community for decades, Fredericka joined the PESG family as our Corporate Human Resources Director and Educational Compliance Officer in 2012. Prior to this, Fredericka retired after serving a large Michigan public school system for over 30 years (including 25+ in a Human Resources capacity). She holds a Bachelor's Degree in Business Administration with an emphasis in Human Resources, a Master's Degree in Educational Leadership from Western Michigan University, and Michigan Administrative Certification and Professional Certification in Human Resources.



**John W. Flietstra**

*Chief Financial Officer*  
Jflietstra@mypesg.com | 866-782-7277 extension 5006

John joined PESG with over 35 years of financial management experience. He oversees all finance, accounting, banking, risk management and strategic financial planning. He holds a BA from Calvin College and an MBA from Western Michigan University. He is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants and Michigan Association of CPA's.



**Troy Ruger**

*Director of Marketing and Field Services*  
truger@mypesg.com | 866-782-7277 extension 3311

As PESG's Director of Marketing and Field Services, Troy oversees all of our field service staff by ensuring that they are properly equipped to facilitate our services to our Educational Partners. A hands-on leader, Troy is actively involved in developing new markets, providing top-notch training and support for our employees, and making certain that our services meet or exceed the expectations of our Educational Partners. With a strong background in customer service and operations, Troy brings over 20 years of management experience to his role at PESG. He has been with PESG since 2008 in a range of roles and is a valuable part of our PESG family.

## **Implementation & Service Team**



### **Kim Woodson**

*Field Services Director*

mkwoodson@contractsubs.com | 855-74-STAFF extension 7403

Kim brings a wealth of experience in education to her role as Field Services Director with PESG. Prior to joining our team, she built her career serving in the University of Tennessee Extension Office, where she strengthened individuals, families and communities through education. Within her current role with PESG, Kim continues to keep the focus on learning. She oversees a trained and qualified team of service and implementation specialists and serves a growing number of school districts. Kim works diligently to ensure our Educational Partners are equipped with the best possible solutions to provide quality, uninterrupted educational opportunities for their students. She holds a Bachelors Degree in Child Development and Family Studies, a Masters Degree in Family and Consumer Sciences, and is a certified Family Life Educator. Kim has been with PESG since August of 2012.



### **Daniel Woodson**

*Regional Service Manager*

dwoodson@contractsubs.com | 855-74-STAFF extension 7405

After serving in the Middle East for four deployments as a Civil Engineer with the United States Air Force, Daniel graduated from Middle Tennessee State University with a Bachelor's Degree in Education. Building on his military experience, Daniel went on to become a Robotics Engineer, with responsibility for building robotic assemblies and confirming quality control in his facilities. But his passion for education never wavered, so in early 2014 Daniel joined the PESG team as a District Specialist. He brings exemplary customer service skills, a strong work ethic, and a tireless commitment to provide total solutions for your district.

As your District Services Manager, Daniel is the face-to-face liaison between PESG and your District and is responsible for maintaining healthy and open communications with District personnel. He leads your Implementation Team and handles recruiting, training, corrective actions, and calling system operations. Daniel oversees all aspects of PESG's service commitments to your District and is the primary contact for all questions regarding policies and procedures on a District level.

*Photo  
Coming  
Soon*

### **District Specialist**

Your District Specialist is responsible for daily substitute placements and works to ensure that PESG meets or exceeds fill rate expectations. This individual also assists the PESG substitutes serving your District with onboarding, profile management, preference changes, and more. The District Specialist is the primary contact for schools and teachers within your district and can assist with all aspects of daily operations and questions involving PESG personnel, such as inquiries about time and attendance, scheduling, payroll verification, and so forth.

*Upon award of contract, PESG will provide local qualified and trained District Specialists to serve in each area.*



### **Leslie Todd**

*Implementation Specialist/ Recruiter*

ltodd@mypesg.com | 855-74-STAFF extension 7406

When candidates for employment with PESG have questions, Leslie has the answers. She handles all enrollment-related inquiries and provides assistance to ensure that each applicant properly completes every step of the application process and correctly submits all required documentation. Leslie also works with our District Specialists to provide support for school administrators and teachers as well as substitute staff. A former substitute teacher herself, Leslie is a kind, knowledgeable, and helpful member of your PESG team.



### **Andrea Duff**

*Service Representative*

aduff@contractsubs.com | 855-74-STAFF extension 7425

Prior to joining the PESG corporate team as Service Representative, Andrea worked for PESG as an Educational Service Provider. Her time as a substitute teacher gave her strong experience and a unique insight into the needs, questions, and concerns that may arise for substitutes during their service. Andrea also has over 10 years of experience working for a public school district, so she understands the educational system and is well acquainted with the complexities of school administration. Andrea exemplifies extraordinary patience and kindness every time she answers a call to offer assistance and is a valuable asset to our Call Center staff.

## D. The PESG Difference

There are many unique factors that make PESG a wise choice for school districts and set us apart from our competitors. As mentioned above, one notable distinction is that PESG is the largest Education-Only staffing firm in the United States, giving credence to our mission of providing school districts with staffing solutions that bring efficiencies and provide value.

Marked by over a decade of consistent yearly growth, continuously improved systems and processes, and innovative programs, PESG is uniquely qualified to provide cost-effective solutions to school districts of all sizes in both rural and urban areas.

Other noteworthy advantages of partnering with PESG include:

- **Guaranteed fill rates of 97%** or higher over the lifetime of the contract when District Partners choose to implement our VIT™ (Very Important Teacher) and Premier Substitutes™ Programs
- **"The PESG Promise:"** 100% PPACA Liability Guarantee - PESG will provide and be responsible for proactive PPACA monitoring and compliance; if an employee qualifies for coverage because of PESG's failure to correctly monitor the employee's hours, PESG will bear the cost of covering that employee
- **Customized staffing solutions** based on the needs of your district
- **Affordable, competitive pricing structures** that include the costs of customized training programs, with no hidden fees
- **Custom invoicing** and reporting codes
- **Zero costs and no waiting periods** to districts to hire from within PESG employee pools
- **100% unlimited direct access** to sub caller information and PESG's Reports Portal, with ongoing training for leveraging reports
- **Voluntary healthcare coverage** for all PESG employees, regardless of hours worked
- **Continual service, training, and ongoing support** for PESG employees who serve your school district

### A True Partnership

We believe it's essential to have a strong relationship with each Educational Partner. We work together and support you every step of the way to ensure that you are satisfied with our services and employees.

- You **maintain control over who is allowed to work in your schools:** Add favorite staff to your Preferred List so they can have first access to assignment opportunities, or completely remove a staff member's privileges by placing on an Exclusion List.
- You have **access to customized reports**, featuring detailed information that is updated in real time. And you have the opportunity to reconcile all absences to verify charges.
- Additionally, we offer **consistent opportunities for communication** with your PESG team, including regular face-to-face meetings, to ensure that we're exceeding your expectations.

## **Our Role**

PESG maintains a pool of qualified substitute staff with numbers based on the specific needs and demands of your District. The substitutes within this pool are available to accept assignments in your District(s) as they are posted.

All PESG employees and candidates for employment must meet the established criteria for the job classification in which they are working. PESG carefully screens each candidate for employment and provides industry-leading training. Thanks to these and other factors, our partnering Districts frequently choose to hire our substitute teachers as full-time employees. **PESG does not charge a fee or impose penalties or waiting periods to partnering Districts who hire from our sub pool, which sets us apart from our competitors.**

We closely monitor our sub pool volume. If at any point our pool of substitutes should need replenishing, we actively recruit new employees to fill the pool. Because we proactively seek out candidates to serve in your schools throughout the year, we consistently bring in new employees to serve in the sub pool.

Once they are hired, these individuals enjoy a variety of benefits as PESG employees, ranging from voluntary health and retirement benefits, additional training, potential bonus earning incentives, and more. This encourages retention and satisfaction among our employees and allows your District to establish personal relationships with the PESG employees who serve you and your students.

***Please see the attached comparison chart for further evidence of our distinctive services.***



**PESG**<sup>®</sup>  
EDUCATIONAL STAFFING SOLUTIONS

## COMPARISON CHART

### FEATURE

### OUR COMPETITORS

**PESG**  
EDUCATIONAL STAFFING SOLUTIONS

FEATURE	OUR COMPETITORS	PESG
Average National Fill Rates of 97% or Higher	VARIABLES	✓
100% Direct, Unlimited Access to Sub Placement Information	✗	✓
100% PPACA Liability Guarantee	✗	✓
Affordable ACA-Compliant Voluntary Medical Plan for All Employees	✗	✓
Zero Fees or Waiting Periods to Hire from Employee Pool	✗	✓
Experience with Large Metro Districts	VARIABLES	✓
District can Choose Sub Placement Software Provider	✗	✓
Custom Invoicing	✗	✓
Discounts for Bi-Weekly Billing Cycle	✗	✓
National, Regional, and Local Office Presence	VARIABLES	✓
Substitute Training Partnership with STEDI.org	✗	✓
Fill Rate Incentive Programs reduce impact of same-day absences	✗	✓
97% Fill Rate Guarantee with Fill Rate Booster Program	✗	✓
Nationally Ranked #1 in Educational Staffing	✗	✓

## **E. Financial Stability**

PESG has experienced substantial growth each year of our twelve-year existence. Financial stability, integrity, and reliability are the hallmarks of our company.

While we do not publish specific financial data in public documents (such as responses to Requests for Proposals) due to our private ownership status, we are happy to provide confidential financial details upon request. Any financial information shared by PESG will be marked "Confidential" will not be subject to FOIA or any other local, state, or national regulations regarding public information.

## F. References

### 1. **Muskegon Area Intermediate School District**

*Kelly Powers, Director of Human Resources*  
630 Harvey Street  
Muskegon, MI 49442-2309  
231-767-7213 | [kpowers@muskegonisd.org](mailto:kpowers@muskegonisd.org)

**Dollar Volume in sales:** \$4.7 Million

**Educational Partner Since:** July 2006

**Services Provided:** PESG provides substitute staffing for Teachers, Clerical, Custodial Workers, Food Service Workers, and Administrators.

**District Student Population:** 32,000

### 2. **Genesee ISD**

*Keely P. Mounger, Ed.D., Deputy Superintendent*  
2413 W. Maple Ave  
Flint, MI 48507  
810-591-4528 | [kmounger@geneseeisd.org](mailto:kmounger@geneseeisd.org)

**Dollar Volume in Sales:** \$10.4 Million

**Educational Partner Since:** September 2008

**Services Provided:** PESG provides substitute staffing for Teachers, Clerical, Custodial Workers, Food Service, and Administrators.

**District Student Population:** 80,000

### 3. **Lenawee Intermediate School District**

*Dan Garno, Chief Financial Officer*  
4107 N. Adrian Hwy  
Adrian, MI 49221  
517-265-1608 | [dan.garno@lisd.us](mailto:dan.garno@lisd.us)

**Dollar Volume in sales:** \$2 Million

**Educational Partner Since:** July 2008

**Services Provided:** PESG provides substitute staffing for Teachers and Paraprofessionals, Educational Assistants, Clerical and Custodial Workers.

**District Student Population:** 16,500

### 4. **Greater Clark County Schools**

*Donna Mullins, Director of Human Resources*  
2112 Utica Sellersburg Road  
Jeffersonville, IN 47131  
812-283-0701 | [dmullins@gcs.k12.in.us](mailto:dmullins@gcs.k12.in.us)



### **Greater Clark County Schools, Continued**

**Dollar Volume in Sales:** \$1.1 Million

**Educational Partner Since:** July 2008

**Services Provided:** PESG provides substitute staffing for Teachers, Educational Assistants, Food Service Workers, and Custodial Workers.

**District Student Population:** 11,000

### **5. Rutherford County School District**

*Jeff Sandvig, Assistant Superintendent for Budget and Finance*

2240 Southpark Drive

Murfreesboro, TN 37128

615-893-5815 ext 22026 | [sandvigj@rcschools.net](mailto:sandvigj@rcschools.net)

**Dollar Volume in sales:** \$3.5 Million

**Educational Partner Since:** July 2016

**Services Provided:** PESG provides substitute staffing for Teachers and Special Education.

**District Student Population:** 43,000

### **6. Santa Rosa County School District**

*Jud Crane, Director of Purchasing and Contract Administration*

6544 Firehouse Road

Milton, FL 32570

850-983-5130 | [cranej@mail.santarosa.k12.fl.us](mailto:cranej@mail.santarosa.k12.fl.us)

**Dollar Volume in Sales:** \$2.8 Million

**Educational Partner Since:** July 1, 2015

**Services Provided:** PESG provides substitute staffing for Teachers, Educational Assistants, and Clerical Assistants.

**District Student Population:** 28,000

Project Summary:

The paragraph below is from the School Board minutes on December 11, 2015:

*"Five companies responded to the RFI. After the committee reviewed the information, it was a unanimous decision to recommend PESG Educational Staffing Solutions. Superintendent Wyrosdick stated he appreciated the committee reviewing the information and feels their recommendation fits our needs. Mr. Jud Crane responded that the schools will not see any differences in what we are already using other than PESG will be training us to use their software. Contracting out our substitute staffing will give Human Resources some relief because PESG will be taking over the responsibility. The district will set the rate of pay and then we pay a fee above that to cover items like worker's compensation, other employee expenses and a management fee."*

## Section 2: Programs, Policies and Systems

### A. Recruiting, Screening, Training, and Hiring

#### **1. Recruiting Practices**

PESG seeks out the very best, most qualified individuals to serve in your school district. We first focus our recruiting efforts on those who show a specific interest in education.

We start with the established substitute pool within your school district. Next, we proactively engage with job-seeking members of your community to inform eligible candidates of the opportunity to serve as a substitute for your district. We utilize an open enrollment system so that qualified candidates may join our team at any time throughout the year.



#### **Recruiting and Marketing Strategies**

After we assess the most effective forms of marketing in order to recruit for your area, we employ any number of methods to successfully reach potential candidates. The following are some examples of Recruiting and Marketing Strategies.



PESG partners with **local colleges** to provide opportunities for students and graduates with interests in education. We actively pursue individuals who want to gain practical classroom experience within your district.



PESG utilizes popular **online classified sites**, such as Monster.com, Indeed.com, Careerbuilder.com, and specific statewide and locally-focused job search sites. We post ads and contact eligible persons based on their posted resumes and qualifications. This is a great way to discover potential talent for your schools!



We participate in and host **local job fairs** and career expos to share the PESG opportunity and discover the best candidates available.



Where possible, PESG partners with local **newspapers** to announce employment opportunities. While we often purchase advertising spots, we also coordinate press releases and reach out to journalists to share the news of how PESG is working with your school to fill jobs in your district.



PESG runs **radio advertisements** on local stations selected based on listener volume and demographics. These spots typically highlight job opportunities and employee benefits while appealing to the listener to make a positive impact on the children in your schools. PESG runs radio advertisements on local stations selected based on listener volume and demographics.



In addition to spreading the word about the PESG Opportunity, a series of strategically-placed **billboards** establishes PESG's presence and supports brand recognition within your area. This leads to an influx of potential employees, community buy-in, and local support. Billboards are strategically placed for maximum exposure along primary traffic routes in your area, whether they may be highways and interstates or main thoroughfares throughout busy areas of town. The large-format, attention-getting message creates high visibility for drivers. All billboards are customized for your area.



**Yard signs** can be very effective in high-traffic areas, particularly in drop-off/ pick-up areas near your schools. They are great marketing options because they're inexpensive, reusable, and attractive, and most importantly, they generate results.



Strategically placed 8.5x11 **flyers and multi-sized posters** generate a lot of attention and drive traffic toward our application site. We disperse flyers and prominently display these well-designed posters in coffee shops, community bulletin boards, church announcement boards, and other busy areas.



**Social Media Marketing** can be a powerful tool to instantly publish news and announcements and connect on a personal level with employees and potential employees. We strategically utilize Facebook, Twitter, LinkedIn, and other social media sites to generate interest in our local operations in your area.



To reach parents or caregivers of students who want work within the hours that their children are in school, PESG participates in **school-sponsored communications** that directly target school families. Wherever possible, we include ads in school newsletters, send home flyers in Friday Folders or similar weekly communications, post information on district or school websites, and more.

## **2. Screening Process**

PESG complies with all State, Federal, and District hiring standards and incorporates them into our Application Process. All candidates for employment with PESG must complete a thorough Application Process before they are eligible to work in your district.

This *application process* includes the following steps:

1. Complete the online Application
2. Participate in an Applicant Webinar: This online training provides an overview of terms of employment with PESG, including policies, procedures, benefits, expectations of professionalism on the job, and more.
3. Complete the mandatory Online Training Modules, based on classification.
4. Submit electronic fingerprints for Criminal Background Check, as required by most states and the FBI for workers in a K-12 school.
5. Submit all of the Required Forms, including but not limited to the following:
  - a. I-9 Federal Identification
  - b. Employee Policy Manual Receipt
  - c. Prior Employment Form
6. Submit all Educational Documents or Licensures required by State or District, such as High School Diplomas or Undergraduate College Transcripts
7. Participate in a **Face-to-Face Interview** with PESG
8. Any additional requirements, as defined by your state or district; this may include drug testing, certain medical tests such as a Tuberculosis Screening, additional training modules or certifications, etc.

### **Background Checks**

In compliance with state and federal mandates, PESG requires all employees to submit to a Criminal History Background Check. The results of each applicant's Criminal Background Check are sent directly to your district offices for your review and approval. This is one opportunity for your District to maintain ultimate control over the people whom you allow to work in your school building. PESG incorporates a Red Light/ Green Light process through which the District may choose to accept or reject a candidate for eligibility to serve within the District on the basis of the Criminal Background Check results.

### **Confirming Required Credentials**

Where noted by the District, PESG will require all candidates for classifications with special credentialing criteria to submit proper credentials, such as college transcripts, certifications, etc. These requirements are determined by your District in our "*A to Z Meeting.*"

### **3. Training**

PESG takes very seriously the importance of proper training for all individuals who provide substitute services of any kind in a K-12 environment. From Food Service Workers to Classroom Teachers, we hold our substitutes to the highest standard and provide world-class training to equip and prepare them for the job.

As a condition of employment, PESG requires all substitute candidates to complete extensive training before they will be approved for hire. Our goal is for every PESG employee to be completely informed of all expectations and totally prepared to work in an educational environment, regardless of staffing classification.

***PESG recognizes that each District may have unique training requirements for substitute staff. During our implementation meetings, known as our "A to Z Process," your PESG team will thoroughly discuss all aspects of our training program. Your District will have the opportunity to specify or request particular training requirements as needed by job classification.***

Most standard training is conveniently available online as self-directed modules, and PESG Service Representatives are standing by to offer assistance to any applicant who may need help or guidance. Training is also available in-person at the District's request.

All Applicants for employment with PESG must complete the following training courses:

#### **1. Applicant Webinar**

All applicants must participate in an Applicant Webinar (or Applicant Meeting, if attended in-person). The purpose of this training is to inform candidates of PESG'S corporate policies, procedures, and more. Topics covered include The PESG Code of Conduct, Employee Responsibilities, Communications, Professionalism, Expectations of Employees, and more.



#### **2. Substitute Placement/ Absence Management System**

PESG also offers substantial training on the substitute placement system chosen by the District. All candidates will learn how to navigate the system in order to accept assignments, show available dates or block dates on which they cannot work, and other relevant items.

#### **3. Online Training Modules**

Every applicant must complete multiple Online Training Modules in order to prepare for and understand the specific requirements to fulfill their role(s) as a substitute in a K-12 environment. PESG partners with leading training providers in order to offer the latest, best, and most accurate information available.

- *Federal and State-Mandated Training for K-12 Environments:* Each candidate for employment must complete training mandated by the state or federal government for all workers in a K-12 environment. All applicants complete general training, which includes modules on such topics as FERPA, classroom laws, bullying, and more (further information is included in the next section of this document).

Additional required training is based on the staffing classifications selected by the candidate. For example, Food Service workers must complete a Food Safety course, while paraprofessionals may be exempt from such specific training. The District may require additional training modules as well.

- *Classroom Training:* All classroom professionals, such as Substitute Teachers, Paraprofessionals, Classroom Aides, and more, participate in Classroom Training. The goal of this training is to equip classroom professionals with the knowledge and skills they need to fulfill their assignments. The trainings also give substitutes the resources and ideas they need to effectively manage challenging situations, such as teaching students even when the primary teacher has not left a lesson plan.
- *STEM Certification:* At the District's discretion, PESG can require or encourage substitutes to apply for STEM Certification™ from STEM.org. STEM Certification™ is a training program developed to ensure the proficiency of Kindergarten-12<sup>th</sup> Grade teachers and substitutes who provide STEM education within schools. These credentials increase the level of competency and promote ongoing professional development among educators, promoting efficiency even when regular teacher are absent.
- *Ongoing Training:* PESG can provide additional ongoing developmental training for all employees serving within your District (or by specific job classification, as needed). Our facilitators are experts in a variety of areas and we can provide live on-site training on a spectrum of topics, at the request of the District. Additionally, PESG offers our employees access to an extensive library of educational training modules on our website.

### **Training Partners**

PESG is proud to partner with several industry-leading training centers to provide online training for our applicants. These partners are proven experts who do a phenomenal job of equipping PESG's Educational Service Providers with the knowledge and skills needed to excel on the job. We have chosen to involve them in our training program because we want to ensure that your substitute staff receives the best, most up-to-date training available. PESG currently partners with GCN (Global Compliance Network), *STEDI.org*, and *STEM.org*.

The following is a brief description of the training opportunities offered by each partner.

**GCN (Global Compliance Network)** – With a large database of training modules, GCN provides many courses that cover state- and federally-mandated topics, such as:

- Bullying
- FERPA
- Blood-borne Pathogens
- Hazardous Communications
- State and Federal Classroom Laws
- Allergy Management
- Sexual Harassment
- Concussion Awareness
- Food Safety (for Food Service workers)



**STEDI.org (licensed by Utah State University)** – As the leading national provider of research-based educational substitute training, research, and materials, STEDI.org provides college-level courses for substitute teachers, paraprofessionals, and other classroom-based classifications. Not only does this training equip our substitute teachers and classroom staff with the knowledge and skills they need to fulfill their assignments, it also produces higher-quality professionals and reduces liability risks, complaints, and turnover among the sub pool.

These courses include training on:

- Classroom Management
- Teaching Strategies
- Preparation and Professionalism
- Legal and Educational Issues
- Special Education



**STEM.org** – STEM.org’s mission is to make quality STEM (science, technology, engineering, and mathematics) education accessible to all. For more than 15 years, STEM.org has been at the forefront of the global Pre-K – 12th grade STEM education movement. Through an extensive collaborative effort, STEM.org has worked closely with pedagogical researchers, a community of teachers, administrators, and schools to establish a respected set of benchmarks, including STEM Certification™ for educators.

At PESG, education is always our top priority. This is why our staffing efforts are focused exclusively on education and our substitutes complete extensive training to prepare them for the classroom. As schools across America place a greater priority on STEM-based education, the demand for STEM-trained teachers and substitutes is growing as well. PESG is proud to partner with STEM.org to provide industry-leading STEM training for substitutes and school system personnel alike, based on the needs and requests of the District.

(continued)

**STEM Certification™** - PESG Substitutes who complete STEM Certification™ join the ranks of more than 12,900 educators from around the globe who have sought professional development and credentialing in the STEM fields. STEM.org™ provides the world's first and most recognized STEM Certification™ for educators who teach Kindergarten through 12<sup>th</sup> Grade. This training series is delivered via a sequence of carefully constructed sessions designed to study curriculum standards and the latest in STEM pedagogy. Participants learn techniques which ensure success despite the changing expectations of classroom functionality; curriculum plans are then crafted to build momentum towards organization-wide unifying STEM goals.



Individuals who complete STEM Certification™ training receive a STEM “trustmark” credential, which distinguishes graduates as those who are strongly proficient in their understanding of STEM education.

#### **Determining Specific Training Requirements**

Upon award of contract, PESG will engage with your District in our full implementation process known as the *A to Z Process*. At that time, we will cover all aspects of your service plan and you will have the opportunity to determine which modules you want to require and specify your preferred training partner(s).

#### **4. Hiring**

Once a candidate completes the entire application process and is cleared by the district to work in their buildings (based on background check results), PESG officially hires the individual. At that point, the employee is ready to begin accepting assignments to work in your district.

As the employer, PESG handles all employment-related issues, ranging from payroll to benefits and more. However, since our employees are serving in your district, ***you retain the right to determine whether or not a PESG employee is a good fit for your schools.***

Your PESG team members want to hear your feedback, good or bad, about our employees. To that end, we establish regular touch points with your district administrators in order to ensure that you are satisfied with the PESG employees who are providing services for your district.

#### **Evaluation**

PESG empowers administrators and district representatives to give feedback regarding the performance of PESG employees. Whether an employee exceeded, met, or failed to meet your expectations, you may quickly and easily discuss their performance with your District's dedicated District Specialist. For minor or major offenses that require attention, please see the section below called “Corrective Action.”

Your District's Regional Director and District Specialist are continually available to monitor the successes and challenges at the District level, and open communication is encouraged. In addition to holding our employees to the expectations outlined in our corporate policies, PESG



ultimately measures the performance of our substitute staff based on the criteria determined by the individual District. We desire to exceed the industry standards and are driven to continually improve.

### **Your District Maintains Control**

We believe it's essential for our Educational Partners to have the opportunity to determine whether an individual PESG Employee is a good fit for your district and the schools within it. We partner with you to ensure that you are satisfied with our employees.

You maintain control over who is allowed to work on specific school grounds or district property. If you are unsatisfied with a particular PESG employee's performance, you may completely remove that person's privileges by placing him or her on an Exclusion List (either by specific school or district-wide). They will immediately be removed and will no longer be allowed to work in your schools.

### **Corrective Action**

If a PESG employee violates any policy or commits a major offense, the school can file a *Corrective Action Form* with PESG. We will then begin Corrective Action proceedings with the employee to determine if they are eligible to continue working with PESG at the school building and/or district level.

PESG handles all aspects of the Disciplinary and Corrective Action process with our employees. Depending on the severity of the offense, the employee may be suspended from working in the school and/or district for the duration of the Corrective Action process.

If the district is unsatisfied with a PESG employee's performance, the District can formally request the removal of our employee as a service provider, regardless of the results of the Corrective Action proceedings.

As the employer, PESG is responsible for relieving an employee of his or her duties, should the need arise. However, your District maintains control over the individuals who serve in your buildings at all times.

## **5. Employee Care: Benefits and Opportunities**

Upon becoming an employee with PESG, our dedicated employees receive excellent employee care, benefits, and support. This helps us to both attract the best candidates and retain the most qualified employees to serve our Educational Partners. Beyond that, we believe that it's *simply the right thing to do* because we value the men and women who choose to work with us.

All PESG Employees receive competitive wages, flexible scheduling opportunities, voluntary Health, Vision, Dental, and Retirement benefits, personal development opportunities, training and support, recognition and appreciation. For those who work in a district participating in our Fill Rate Incentive Programs, bonus earning opportunities are available.

We offer two different health plans so that employees can choose the option that best suits their needs for themselves and their families. When substitute teachers elect to participate in the higher level plan, they can earn a reimbursement of up to \$200 per month toward their healthcare premiums.

Additionally, we have noticed an increase in retention when our Fill Rate Incentives are engaged; for many workers, these bonus earning opportunities can mean the difference between staying on as a substitute or leaving for a position offering a higher wage.

### **Recognition and Appreciation**

We encourage school staff to identify those PESG employees who are outstanding in their field. PESG rewards them with public recognition and certificates, and these substitutes are more likely to become preferred by the District.

### **6. Services to Families and Community Stakeholders**

One of the many benefits of working with PESG is you receive the resources, programs and oversight of a large national corporation while experiencing the personal, focused contact of a local team. Since PESG opens local or regional offices to serve each and every Educational Partner, we actively get involved in each community and support local causes and charitable organizations.

Beyond this, we bring jobs to the area, which help to boost the local economy. We believe it's important to treat our employees the right way – we provide benefits, opportunities for extra income through bonus earning incentives, professional development, and more.

## A. Technology Systems and Substitute Assignment Process

### 1. PESG's Homeroom System

PESG has taken the time to build our "dream" technology system – one that's unparalleled in the educational staffing industry. Our top-of-the-line system called *Homeroom* is easy to use, unified (find everything you need in one place), and accessible on any device.

Homeroom is efficient: we've automated and enhanced many processes that previously required manual interaction, saving time and energy. Our Educational Partners enjoy streamlined access to all data relevant to your district with the click of a button.

Homeroom is designed to be intuitive, so your personnel won't have to spend a lot of time learning how to use it. However, various training resources, including online tutorials, webinars, and live meetings are available for no extra charge. Our Educational Partners also have direct access to our technical team, who can assist you with any technology-based questions you may have.

### **Additional Benefits to PESG's Homeroom Platform**

PESG's Homeroom platform provides the following beneficial components:

- ✓ Unified platform provides access to all information for your District in one place
- ✓ Responsive system is accessible via computer, tablet, phone, or any other device with internet capabilities
- ✓ Fill Rate Reporting Dashboard allows District administrators to easily and immediately view real-time detailed analysis of daily, weekly, monthly, etc. information regarding absences and fill rates within your District
- ✓ New Applicant Pipeline allows District administrators to search and sort all current applicants to serve within your District and displays their progress within the application process
- ✓ Current Candidate Pool shows details for all available substitutes in all job classifications within your District
- ✓ You may search all available candidates by any criteria to find ideal individuals to fill long-term assignments
- ✓ Homeroom Dashboard gives you easy access to all PESG service personnel and all contact information
- ✓ Phone, email, and LiveChat support is available for all District personnel as well as PESG employees serving in your District

## **2. PESG's Absence Management Program**

As a national provider of educational staffing solutions, PESG understands the unique needs of our educational partners. One of our highest priorities is to fill your staffing absences with our trained and qualified substitutes; this is reflected in our consistently high fill rates, with national averages around 98%.

At the beginning of our relationship, and on an ongoing basis throughout the duration of our service contract, PESG assesses your district's needs for number of subs needed to provide adequate coverage. We continually recruit, onboard, train, and prepare substitutes throughout the year so that our sub pool numbers are always sufficient to fill your needs.

### **PESG's Local Service and National Strength**

PESG provides a layered team of experts who are dedicated to filling absences for your District. Your Local team builds relationships with your personnel and the PESG substitutes who serve in your buildings, which give a personal touch to the services they provide. Our Regional and National PESG Calling Centers provide additional support to your local office. Together, the entire team works to fill the vast majority of absences for your district prior to the date of absence. Our fill rates for prearranged absences are near 100%.

For all same-day absences which require a substitute, our call center staff gets to work to fill those absences as soon as they are created. We work with teams of highly skilled substitutes who are ready and available to fill day-of absences, and the majority of these absences are filled thanks to the live personal contact of our Call Center staff.

### **Sub Caller System**

Beyond this personal service, PESG is also directly integrated with each of the leading national sub caller systems and we utilize their services as a second line of defense to ensure that all available substitutes are notified of absences.

After evaluating your District, PESG will recommend the best option for a sub caller system based on your specific needs. This option will be included in your pricing proposal. Your District may choose a different option, as PESG is fully integrated with multiple providers. However, should your District decide to use a different provider, the costs associated with those services may not be fully included in our proposed rates.

### **Assignment Process**

To request a substitute, a teacher or authorized District representative creates an absence via telephone, online or via a mobile app. If the teacher is unable to create his/her own absence, a school administrator can create the absence for the teacher by using their own login information. Absences may be submitted in advance or on the same day.

Once an absence is completed and the details approved, your PESG Call Center team is available to fill jobs, assist the teachers, administration staff, and substitutes from 6:00 a.m. until 6:00 p.m. This team is proactive in filling next day and future assignments. We first call the preferred subs

which are on the school's/teacher's list, then all other available subs to fill the assignment. Each absence is also immediately visible online for all available and qualified substitutes.

If a substitute is required to fill a last-minute or same-day absence, your PESG team and your automatic calling system are both utilized to fill the job assignment as soon as the absence is submitted. While PESG works to fill all absences, including those submitted after the start of the same school day, those absences will not be included in any performance thresholds for PESG. They are however still viewable and are noted for your District's review.

### **Check-In Procedures**

Each morning, a report is generated via email for each school building showing which teachers are absent, the reason for their absence and the name of the substitute who has accepted the position. The report will also state full day or half day assignments. This report may be printed and can be used as a sign-in sheet. As each substitute enters your building, he or she will be required to sign in at the office and show proper identification, which is a PESG-issued Identification Badge featuring the name and photo of the employee.

Training on the importance of the sign in procedures is provided by PESG to our educational substitutes. Upon award of contract, PESG will engage with your District in our full implementation process known as the *A to Z Process*. At that time, we will cover all aspects of your service plan and you will have the opportunity to determine any additional sign-in procedures required for your District's buildings.

### **Absence Management Training**

Your PESG team members are fluent experts with Super User credentials for each sub caller system. Our proposed rates include assistance and training for your District personnel who will be utilizing the caller system.

PESG arranges all necessary training for your administrators and staff at no additional charge. PESG also provides system training for all PESG Employees as a part of the hiring process so that your district's substitutes are fully prepared and equipped to use your system of choice. We also provide ongoing web-based training for any and all system updates and enhancements.

### **3. Technology Support**

Your PESG team members are fluent experts with Super User credentials for all applications within the Homeroom platform. Additionally, PESG employs an in-house IT team which provides another layer of support. Beyond this, PESG partners with KiZAN Technologies to provide the best in class IT solutions. KiZAN Technologies, LLC was founded in 1991 to assist corporations in the implementation of business solutions using Microsoft technologies. Today, KiZAN is a Microsoft Gold Certified Partner serving Kentucky, Ohio, Indiana, Tennessee and Michigan, and is the back to back winner of Microsoft's Heartland Partner of the Year for 2012 and 2013.

### **Advanced Security Measures**

PESG uses ICSA certified firewalls for protection from internet attacks and uses ICSA certified desktop and server Anti-Virus detection. PESG has processes in place to regularly install operating system and business software updates and leverages technology to lower operating costs through server virtualization and consolidation. Our IT Systems are designed in alignment with ITIL Standards of service delivery and reliability.

In addition, our facilities are perimeter-access controlled with separate interior-access control. PESG utilizes anti-theft deterrent, monitored camera systems and redundant, secured transmission lines to inhibit the threat of vandalism and malicious destruction of property. PESG works closely with local law enforcement and the State or Federal Police with respect to physical and electronic security.

PESG also annually subjects its systems to a full systems security audit which is performed by one of the leading international IT security firms to ensure that our data, security measures and practices stay at a peak level of performance.

### **Software Contingency Plan**

PESG utilizes the service of TierPoint Data Centers, a leading Data Storage and Backup Service Provider. This separate Tier III Facility ensures that we do not lose any data at any time. Our data is backed up off-site and across the country to avoid regionally-based catastrophic circumstances.

Additionally, we are able to ensure 24x7x365 uptime reliability via the following Power Backup Capabilities in both locations:

- Fully 2N A-side and B-side power distribution design
- Designed and commissioned Tier 3 certified by the Uptime Institute
- 2,500kVA of utility capacity expandable to 12,000kVA
- Two redundant 2,000kW Cummins generators each with 4,000 gallons of fuel storage
- Both the A-side and B-side electrical systems have modular 1,200kW high-efficiency Uninterrupted Power Supply (UPS) systems
- Eight 300kVA Power Distribution Units (PDU) with branch circuit monitoring

## **B. Payroll, Invoicing and Reporting**

At the beginning of our contractual relationship, PESG meets with your District to assess your specific needs and determine every detail of your custom service plan. We refer to this as our “A to Z Process.” During the *A to Z Process*, your PESG team discusses payroll and invoicing procedures and covers every aspect of customization for your District. Customized features include multiple employee classifications, pay rates, pay codes, budget codes/uniform cost accounting codes, and more.

PESG provides completely transparent payroll reporting and invoicing for each partnering District. This open process allows you to verify all charges and ensure that your invoice is accurate.

### **Verification of Payroll**

During each payroll cycle, a designated campus user (typically a building principal, secretary, etc.) at each building location is responsible for verification or reconciling absences. The simple and effective digital verification process allows the District building administration staff to verify digital time sheets by reconciling each individual’s name, date of assignment, assignment duration, and pay rate. Your PESG payroll specialist is available to answer any payroll-related questions which may arise during this process.

If the District becomes aware of an error in a PESG employees pay in the previous payroll cycle, the District must notify PESG prior to the end of the next payroll cycle so that an adjustment can be processed. Any errors or omissions as a result of the reconciliation of the electronic records will be the responsibility of the District.

Once payroll is verified, PESG processes all payroll and provides invoicing information in multiple formats, such as Excel or PDF, to your District. Your District also has access to the finalized verification reports from each individual campus within your District for the purpose of complete transparency.

### **Reporting**

Within Homeroom, your District enjoys streamlined access to all relevant data, including regular or custom reports, with the click of a button. These reports can be viewed on any device or printed for convenience.

Our *Fill Rate Reporting Dashboard* allows District administrators to easily and immediately view real-time detailed analysis of daily, weekly, monthly, etc. information regarding absences and fill rates within your District. You may check this data at any time and you may run your own custom reports as desired.

Here are some examples of reports that you may choose to run at any time:

- Daily, weekly, monthly, and year-to-date fill rate data
- Teacher absences that do not require a substitute
- Absences sorted by location, region, group, reason, account code, employee, substitute, date range, status, type, and so on
- Developing Trends (also known as a Monday-Friday report) – review absence data, such as the number of absences created on Mondays and Fridays
- Incentive bonus report – see which substitutes earned their Incentive Bonus per month
- ACA reporting
- Jobs verified for payroll
- Employee and substitute general information
- Employee and substitute certifications
- Employee leave balances

**Because PESG's Homeroom system allows your District to manage your direct-hire personnel (absolutely free!), you also have access to reports concerning your District's employment application process, onboarding, training, time and attendance systems, and other vital processes.**

These full-service capabilities give your District the ability to take a snapshot of everything happening within each building of your district in real time.

- View time and attendance for your employees on any given day
- Get custom payroll reports based on your District's specific requirements
- Check to see the progress of applicants who want to be employed by your District
- Save time and resources by enjoying direct instant access to your ACA detailed reports, right at your fingertips. Export reports of hours worked with no fuss and no fees!
- And more!

During the A to Z process, your District may determine which regular reports you'd like to receive on a daily, weekly, and/or monthly basis. These will be sent to the specified authorized individual as requested. Additionally, your PESG Service Team is available to help you access data and reporting functions as needed.



## C. Implementation Plan

At PESG, we do not believe that one-size-fits-all when it comes to educational staffing needs. With each school district, we conduct a thorough in-person meeting at the beginning of the client relationship. This is to determine the unique needs and requests of the District and design specific solutions to meet those needs. We call this the **“A to Z Process.”**



Throughout this process, PESG utilizes a checklist that is mutually shared between the Regional Director and the District Specialist for the District. This allows for proactive communication for all involved and gives a clear and specific timeline showing implementation details. It also serves as an integrative “to-do” list with clear expectations, details, and deadlines for all involved. Our systems can be customized to accommodate most district needs. As we assess your unique needs and requests, we are able to create solutions that work for you. These systems and processes are flexible and we continually upgrade them in an effort to effectively meet your district’s needs.

During this A to Z Process, all District needs and expectations are clearly defined, as are the solutions, processes, and implementation timelines offered by PESG. *We work quickly and efficiently to ensure that your staffing and management needs are covered by PESG in a timely fashion, as agreed upon by both PESG and your District during the A to Z Process.*

Once the A to Z Process is complete and both parties agree to all terms, PESG moves forward with the rest of the Implementation Plan. Based on the needs of the District, PESG will recommend a 30-day or a 60-day Implementation Schedule. These timelines are flexible and can be adjusted to make special accommodations when needed – all details are decided during the A to Z Meeting.

***Both the District Board of Education and PESG will have the finalized version of the timeline so that both parties are fully aware of expectations and are accountable to the agreed timeline.***

The following is a typical example of our **Implementation Schedule**:

### ***PHASE I: Initial Contact (Prior to Award)***

- PESG initiates contact with main stakeholders in school district via phone, email, or meeting
- PESG responds to RFP
- Contract Approval by School Board

### ***PHASE II: A-Z Implementation Process***

- Determine District-Specific needs and explore PESG solutions
- Establish District's onboarding requirements per classification (fingerprints, drug tests, training modules, educational documents, etc.)
- Establish rates of pay per classification
- Explain and Discuss Business Procedures such as Payroll Process, Invoicing, etc.
- Propose public correspondence for District approval (press releases, marketing materials, recruiting campaign strategy items, employee letters, etc)
- Determine dates and locations for Applicant Interviews and any orientation meetings
- Outline software configurations and customize requested reports
- Determine user roles and security levels for District administrators
- Establish expectations for each additional phase and set completion dates
- Determine Go Live Date

### ***PHASE III: Data Collection***

- District remotely gathers predetermined data and submits information to PESG. This includes but is not limited to: Location per building, start and end time for each building, administration (principal, secretary, timekeeper, etc); district employee census with PTO balances; position classifications, absence reason codes, budget codes, list of current employee information if available.
- PESG organizes data and sets up district-specific system, incorporating preferences of district
- PESG begins recruiting and screening process for applicants; new hires complete onboarding process

### ***PHASE IV: Training***

- PESG rolls out system training, starting with Executive Team, then School Principals/Assistant Principals/Administrators, and finally with teachers.
- During this time, final adjustments are made to the system based on leadership feedback.
- PESG holds Applicant Interviews and trains employee work force

### ***PHASE V: Official Launch***

- Go Live on established date

### ***PHASE VI: Ongoing Support***

- Daily Call Center support is available for district administration, school employees, and PESG employees from 6:00 AM to 6:00 PM Monday through Friday. Call center associates are available via phone, email, and LiveChat.
- Your local and regional service team performs regular site visits to develop relationships, ensure school satisfaction, and conduct natural observations in order to evaluate PESG employee performance

- At the District's request, your local PESG service team attends and participates in board meetings, principal meetings, and so on in order to encourage open communications and establish ongoing positive relationships with your team.
- Your local PESG team provides ongoing support and training as needed for the PESG employees in your District so that education can continue without interruption.
- Ongoing tutorials for employees, administrators, and school employees that are designed to provide additional growth and development opportunities beyond required employment training
- Provide recognition for top-performing PESG employees
- PESG provides end-of-year surveys for all District administrators and employees who engage with PESG, as well as PESG employees, to evaluate our performance as a service provider and employer. We assess whether there is a need for additional training and gauge each level of service and support in order to plan ahead and improve our deliverable and strategy for the next year
- PESG sets up quarterly meetings and End of Year reviews with District administration to assess our performance and the performance of our employees
- Provide seasonal training for PESG employees via Professional Development opportunities

*Note: If the District chooses to require classroom employees to achieve STEM/STEAM certification, the implementation process may be slightly prolonged during Phase IV due to the time necessary for candidates to complete the training and certification process. This delay could be avoided if classroom employees are allowed to complete their certification after hire.*

### **Sample Implementation Timelines**

Based on the timeline included on page 3 of the RFP, we recommend our 60-Day Implementation Schedule for St. Clair County School District in order to ensure a smooth transition process. We have included a Sample Implementation Schedule reflecting our standard 60-day Implementation Schedule. The actual Implementation Schedule with firm dates of delivery will be confirmed during the A to Z Meeting.

***Please see the following page for an example of PESG's proposed Implementation Timelines.***



Proposed Implementation Timeline - 30 Days

	Week 1	Week 2	Week 3	Week 4
Contract Approval by Board	◆			
Phase I: A-Z Implementation Process	[Orange bar]			
Determine Any District Specific Needs	[Green bar]			
Discuss Payroll & Invoicing Processes		[Green bar]		
Establish Implementation Strategy		[Green bar]		
Determine Go-Live Date			[Green bar]	
Phase II: Data Collection	[Orange bar]			
District Data (Staff, Locations, Contacts)	[Green bar]			
Absence Data (Reason Codes, Approvals)	[Green bar]			
Other Data as Needed	[Green bar]			
Phase III: Environment Building	[Orange bar]			
PESG Homeroom Unique Build for District	[Green bar]			
Caller System Access Levels Determined		[Green bar]		
Caller System Unique Customization		[Green bar]		
Phase IV: Candidate Recruitment		[Orange bar]		
Current Substitute Transition		[Green bar]		
New Substitute Recruitment			[Green bar]	
Phase V: Training		[Orange bar]		
PESG Process Training for Payroll/Invoicing		[Green bar]		
Caller System Training As Needed		[Green bar]		
Substitute Training		[Green bar]		
Phase VI: GO LIVE				[Green arrow]
Phase VII: Ongoing Support				[Green arrow]
Continual District and Employee Support				[Green arrow]
Quarterly Meetings				[Green arrow]
End of Year Review				[Green arrow]

