WAYNE RESA
Leading... Learning for All

ADMINISTRATIVE SERVICES - **PURCHASING**

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January 8, 2018

REQUEST FOR PROPOSAL

Substitute and Temporary Staffing Management Solution

Automated Substitute and Temporary Staffing Placement System with Substitute Employee Contracting

RFP # 18-002-251

Due Date: **February 5, 2018**
10:00 A.M. local time
Purchasing Office

Bid Opening: **February 5, 2018**
10:15 A.M. local time
Room 374
Vendors may attend; however, no award will be made at this time.

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I. INSTRUCTION TO VENDORS

A. Scope

The Wayne County Regional Educational Service Agency (WRESA), on behalf of Wayne County Local Educational Agencies and Public School Academies, is requesting proposals from qualified vendors to provide a Substitute and Temporary Staffing Management solution, incorporating an automated substitute placement system with substitute employee contracting in accordance with specifications.

The solution offered must be specifically designed for use in an educational setting and allow the staff to report absences. The solution offered must provide automated placement by qualified Vendor-provided substitutes when employee absences require a substitute. The solution offered must provide access by employees to the system by both telephone and internet.

The preferred Automated Substitute Placement System (ASPS) to be used is Frontline, which several of the districts are currently utilizing. If an alternative tracking and placement system is offered, the proposed solution must include both Internet and toll-free telephone access for substitutes and staff of the districts to report absences. If a single company does not have the capability to address all of the criteria identified in the specifications, it is acceptable for companies to partner to address the needs specified.

Electronic forms of all bid documents are available online at:
http://www.resa.net/services/purchasing/rfp/

If you experience problems in downloading the documents, contact Tamara Dust of the Wayne RESA Purchasing Office. The phone number is 734-334-1579. The e-mail address is dustt@resa.net.

B. Introduction

Wayne RESA invites authorized vendors to provide proposals for an optional-use contract to be considered by educational agencies to provide Substitute and Temporary Staffing Services for the purpose of providing competitive pricing and quality service for local educational agencies and public school academies within Wayne County as specified in Appendix A. WRESA is seeking a two (2) year contract that may be automatically renewed annually by mutual agreement of both parties.

The consortium envisions a partnership that is based on several fundamental ideas.

- Contracting Agency will have sufficient staffing to provide all client districts a high substitute teacher fill rate.
- Contracting Agency will recruit and provide highly qualified, certified staff.

- Contracting Agency will provide quality and timely Customer Service to the District Administrative staff by quickly returning calls/emails when contacted and maintaining organized paperwork and files.
- Contracting Agency will provide electronic files for Registry of Educational Personnel (REP), Attendance data, invoicing and other data files.
- A staff person would be able to log his/her absence in the ASPS via a web interface or through a phone system. The staff person will have the option of identifying a preferred substitute when reporting the absence.
- The ASPS should assign and notify the requested substitute, if available, otherwise notifies potential substitutes of the available position.
- When the position is filled, the ASPS provides the substitute's identity and assignment location to the employing district/school.
- The Contracting agency's ASPS, in electronic format, will provide the district with a staff absence record and the corresponding substitute assignment.
- The Contracting Agency's ASPS, in electronic format, will provide a detailed upload of transactions for the district's general ledger posting.
- The Contracting Agency provides an electronic process for WRESA/districts to authorize substitutes after the criminal background check process has been completed (electronic "red light/green light" process).
- The Contracting Agency's ASPS will provide for a substitute to identify the districts in which they choose to work.
- The Contracting Agency's ASPS will provide for districts to indicate whether or not a substitute may be assigned to their particular district/schools.
- The Contracting Agency's ASPS will function with no hardware, software or phone line requirement at districts.
- The Contracting Agency will provide training for contract staff, including but not limited to, legal issues and classroom management.
- The Contracting Agency's ASPS will prohibit additional substitute assignments once an assignment has been accepted.

Rates of substitute pay will be considered at a district level.

If there are specific breakpoints in pricing based on the number of employees on the system, Contracting Agency will provide that information.

Contracting Agency is expected to offer staffing services to all local school districts and public school academies in Wayne County. The primary staffing service usage will be for substitute teachers; however, there is an interest in a wide variety of other staffing services that may include such positions as paraprofessional staff, clerical staff, maintenance staff coaches, lunch monitors, technicians, and administrators. Districts may have employees who report absences to the automated system, but will not require a substitute. Some districts may be interested in subcontracting for longer term specialized assignments, such as coaching and other positions,

and districts would welcome information regarding Contracting Agency's interest and ability to provide that service.

The selected Contracting Agency will be required to sign a Confidentiality Agreement to protect the data supplied by the region's schools and agencies. The selected Contracting Agency will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), Michigan Education Code, and District policies regarding the protection and confidentiality of data. At all times, the Contracting Agency will consider all data collected in the course of their duties to be protected and confidential.

The Contracting Agency shall identify a company representative who shall be a responsible, single point of contact for responding to questions about this proposal and servicing this contract. Contact information should include name, title, phone number and email address.

INVOICING AND PAYMENT

Contracting Agency will invoice the participating local educational agencies and public school academies individually. The information should be provided in electronic format and should be able to be manipulated, formatted etc.

The local educational agencies and public school academies will pay the Contracting Agency directly.

ADMINISTRATIVE SERVICE FEE

Contracting Agency shall collect an administrative service fee for the cost of substitute and/or contracted staff provided to the Wayne county consortium districts using the temporary staffing service under this contract. Contracting Agency shall remit the administrative service fee to WRESA within 30 days after the end of each quarter. The administrative service fee for this contract will be .0025% of all dollars spent though this contract on all substitute and/or contracted staff utilized by consortium districts, through the use of this contract.

Note: Administrative fee is the percentage (.0025) of Contractor Agency revenue to be redistributed to Wayne RESA for costs associated with the service.

PREPARATION OF PROPOSALS

Proposals are to be prepared simply, providing a straight forward, concise description of the provider's capabilities to satisfy the requirements of this proposal. Emphasis should be on completeness and clarity of content. Repetition of the terms and conditions of this proposal request, without additional explanation, will not be considered sufficiently responsive.

One (1) original and two (2) copies of the reply must be provided. In addition, an electronic version of the proposal should be submitted on a flash drive. Contracting Agency must put its name on the outside of the flash drive submitted. Each paper proposal reply shall be bound

separately in a professional manner with the original clearly marked. The proposal should also be paginated by major section or change.

All information must be furnished and the proposal must be signed by an authorized representative or officer of the Contracting Agency.

Any documents intended to supplement or deviate from the express requirements of this proposal solicitation may result in a rejection of that proposal. Any forms and contracts the Contracting Agency proposes to include as part of any agreement resulting from this request between the Contracting Agency and the districts *must* be submitted as part of the bid. Any forms and contracts not submitted as part of the bid and subsequently presented for inclusion may be rejected by the districts. The requirement includes, but is not limited to, the following types of documents: contracts, licensing agreements, maintenance contracts, and system support agreements.

Proposals must be submitted to the Contact identified on the cover page. All mailing, shipping or delivery of proposals should be addressed to the Contact.

REQUEST FOR CLARIFICATION

Questions regarding this request should be directed by e-mail to Tracey Wright wrightt@resa.net. All questions will be submitted no later than close of business January 17, 2018. If applicable, answers citing the question(s) asked, but not identifying the questioner, will be posted at http://www.resa.net/services/purchasing/rfp/ no later than close of business January 22, 2018. Written requirements in the request or its amendments are binding, but any verbal communications between the Districts and Contracting Agency are not binding.

C. Proposal Process

1. Proposal must be prepared in compliance with provisions of this RFP. Failure to comply with all provisions of this RFP may result in disqualification of the proposal.
2. Proposals must be received by mail or delivery, by **10:00 A.M.**, local time on **February 5, 2018.** Bid Proposal Package must include the following:

Signature Page (Attachment #1), use as cover page.

Bid Proposal (Attachment #2), one (1) signed original and two (2) copies

Statement of Qualifications (Attachment #3)

Ethical Standards Affidavit (Attachment #4) **MUST BE NOTARIZED**

Conflict of Interest Affidavit (Attachment #5) **MUST BE NOTARIZED**

Certificate of Liability Insurance (Attachment #6)

Assurances and Certifications (Attachment #7)

Proposals will not be accepted, for any reason, after the exact close time listed on the cover sheet. Proposals received after the close time will be considered a "no bid." In the event the district and/or district building, is closed due to unforeseen circumstances on the day proposals are due proposals will be due at the same time on the next day that the Wayne RESA building is open.

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3. When submitting a bid proposal, use only the forms provided in the bid packet. Electronic versions may be found on the Wayne RESA (hereinafter RESA) web page at: http://www.resa.net/services/purchasing/rfp/ .
4. ALL submitted documents must be typed or computer generated. No hand written documents will be allowed. This includes, but is not limited to, Attachment #1, Attachment #2, Attachment #3, Attachment #4, Attachment #5, Attachment #6, and Attachment #7
5. Bid only the items as specified. No alternates will be accepted unless one or more of the following applies:
    - Item has been discontinued.
    - Item is about to be discontinued.
    - Changes in the law, rules, regulations or other legal mandate that disallow the use of a specified product.

6. Address Proposals to:
    Tamara Dust
    Wayne RESA
    Purchasing Department; Proposal **# 18-002-251**
    33500 Van Born Road
    Wayne, MI 48184-2497
7. Proposals will be opened publicly in a manner to avoid full public disclosure of contents; however, names of the Contracting Agency and the bid amount will be read aloud.
8. Before submitting a proposal, each Contractor Agency shall make all investigations and examinations necessary to ascertain conditions, requirements and obstacles, if any exist, affecting the operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Vendor from the obligation to comply, in every detail, with all provisions and requirements of the RFP nor shall it be a basis for any claim whatsoever for alteration in any term or payment required by the Agreement.
9. Inquiries regarding the technical specifications of this RFP may be directed to:
    Tracey Wright
    Executive Director, Human Resources
    734-334-1614
    Email: wrightt@resa.net

Requests for information relating to RFP procedural issues should be directed to:

Tamara Dust
Finance Manager
734-334-1579
Email: dustt@resa.net

10. If a Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Wayne RESA of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from Wayne RESA's Purchasing Department as well as being posted on the Wayne RESA website. The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or it shall be deemed waived.
11. Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Vendor, shall be included in the proposal.
12. No allowance will be made after proposals are received and opened, for oversight, omission, error or mistake by Vendor.
13. All proposals and any accompanying documents become the property of Wayne RESA and will not be returned.
14. Wayne RESA will not be liable in any way for any costs incurred by Vendors in the preparation of their proposals in response to this RFP nor for the presentation of their proposals and/or participation in any discussions or negotiations.
15. Wayne RESA reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
16. Receipt of proposal materials by Wayne RESA or submission of a proposal to Wayne RESA offers no rights against Wayne RESA nor obligates Wayne RESA in any manner.
17. Wayne RESA reserves the right to waive minor irregularities in proposals. Any such waiver shall not modify any remaining RFP requirements or excuse the Vendor from full compliance with the RFP specifications and other contract requirements if the Vendor is awarded the contract.
18. Proposal must be signed by an officer of the Vendor who is legally authorized to obligate the Vendor to a contract.
19. All proposals shall be a matter of public record subject to the provisions of Michigan law. Information submitted in vendor proposals becomes public information and, as such, is subject to public disclosure and review under the Freedom of Information Act. Information contained in the vendor's proposal which is company-confidential must be clearly identified in the proposal itself.

D. Evaluation of Proposals and Award

RFP Timeline:

1.	RFP Issued	January 8, 2018
2.	Questions Due From Vendors	January 17, 2018
3.	Responses to Questions posted	January 22, 2018
4.	RFP Due	February 5, 2018 at 10:00 a.m. EST
5.	Evaluation Process	February 5 – February 16, 2018
6.	Implementation Begins	July 1, 2018

Vendors should be prepared to provide an on-site presentation of their solution to the Districts some time during the "Evaluation Process" time period identified above. Such presentations are for the purpose of explaining or clarifying significant elements of the proposal or to view the functionality of the solution on a live basis. Vendors will be asked to address specific questions prepared by the Evaluation Committee.

1. All Vendors, by submitting proposals, agree that they have read and are familiar with all the terms and conditions of the RFP and will abide by the terms and conditions thereof.

2. Wayne RESA, at its sole discretion, shall determine whether particular Vendors have the basic qualifications to conduct the desired service for Wayne RESA. In determining whether a Vendor possesses the basic qualifications to operate. Wayne RESA may consider, but not be limited to, the following: (a) Vendor's general reputation for performance and service; (b) Vendor's longevity of service (number of years) and previous experience in operation of public assembly facilities; (c) Years of continuous business; (d) Vendor's financial condition.

3. Proposals will first be examined to eliminate those that are clearly non-responsive to stated requirements.

4. Award shall be made to the most responsible Vendor, whose proposal is determined to be the most advantageous to partnerships, taking into consideration the terms and conditions set forth in this RFP. A valid and enforceable contract exists when an agreement is fully executed between Wayne RESA and the Vendor.

5. Any response that takes exception to any mandatory items in this RFP may be rejected and not considered.

6. Each partner district reserves the right to accept or reject in part or in whole any or all proposals submitted.

7. Each partner district reserves the right to request in writing clarifications or corrections to proposals. Clarifications or corrections shall not alter the Vendor's price contained in the cost proposal.

8. Each partner district reserves the right to negotiate further with the successful vendor. The content of the RFP and the successful Vendor's proposal(s) will become an integral part of the contract, but may be modified by the provisions of the contract.

9. By submission of proposals pursuant to this RFP, Vendors acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process.

10. A proposal in response to an RFP is an offer to contract with Wayne RESA based upon the terms, conditions, and scope of work and specifications contained in the RFP.

11. Wayne RESA has the right to use, as Wayne RESA determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP, the proposal and the contract.

12. Vendors must submit proposals that are complete, thorough and accurate. Brochures and other similar material may be attached to the proposal.

13. All proposals must be valid for 90 days from the proposal submission date.

14. Proposals received after the specified date and time for proposal submission shall not be considered, but will be recorded, filed, and shall remain sealed/unopened.

E. Bid Protest Process

Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Wayne RESA during the solicitation process. Common reasons for Vendors filing a bid protest include:

- The Master Agreement was awarded to Vendor with higher prices.
- The Vendor proposal was rejected for invalid reasons.
- The Vendor awarded the resultant Master Agreement did not comply with RFP specifications.

1. General Authority

Wayne RESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures

and all other personal property for use by Wayne RESA departments, districts or agencies which are governed by Wayne RESA's Board.

2. Protest Procedure

Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on Wayne RESA's bid website, and notify all solicitation participants of the intended award via email.

A. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with Wayne RESA Administrator or the designee.
B. The bid protest, which must be received by Wayne RESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
C. Upon execution of the Master Agreement with the selected Vendor, Wayne RESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Vendor.
D. If a Vendor's bid protest is appropriately filed, Wayne RESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
E. Notwithstanding the foregoing, throughout the bid protest review process, Wayne RESA has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Wayne RESA reserves the right to make an award when it is determined to be in the best interest of Wayne RESA to do so.
F. Wayne RESA Administrator or designee will respond to all bid protests in a timely manner.

II. SPECIFICATIONS

(In this section references to Wayne RESA refer to Wayne RESA and any districts and Public School Academies who elect to contract with the successful bidder)

A. General

Specifications are intended to define the level of quality and performance of the requested service and not to be restrictive. All variations from the specified items shall be fully explained and included with the bid. The determination of the Bid Evaluation Committee as to what alternates are equal shall be final and conclusive.

The solution offered must be specifically designed for use in an educational setting. The solution offered must provide automated placement by qualified substitutes when employee absences requires a substitute. The solution offered must provide access by employees to the system by both telephone and Internet. The preferred placement and tracking system is

Frontline. The solution offered must include providing Contracting Agency substitute employees to the Districts.

Each bid shall include Attachments 1 through 7, properly completed.

B. Contractor requirements for Substitute and Temporary Staffing Services

Wayne RESA, on behalf of Wayne County Local Educational Agencies and Public School Academies, is requesting proposals from qualified vendors to provide a Substitute and Temporary Staffing Management solution, incorporating an automated substitute placement system with substitute employee contracting in accordance with specifications.

The Contracting Agency shall:

- Be responsible for the supervision and direction of work performed by its employees. Districts shall not exercise any control or supervision over Contracting Agency's employees.
- Ensure that substitutes are appropriately trained for their assignments. Ensure that teacher and paraprofessional substitutes are adequately trained and prepared for the classroom, including training on legal issues as well as classroom management.
- Ensure that substitute employees have appropriate permits/certifications, reference checking etc. prior to placement in school/district positions.
- Ensure that substitute employees observe the hours, rules, and policies of the districts while working on District premises.
- Contracting Agency employees shall refrain from smoking or use of tobacco products in any District facility, property, or vehicle. Any person wishing to use tobacco products must leave District property or vehicle to do so. It is illegal to smoke on any school premises in Michigan.
- Ensure that Contracting Agency employees represent themselves professionally while on District property, including refraining from the use of vulgarities.
- Ensure that Contracting Agency employees wear proper attire for assignments. The minimum standard of appropriate dress for all District assignments includes full-length pants, or jeans if allowable by the individual district, and appropriate shirts. Clothing shall have no vulgarities or sexually suggestive graphics or alcohol or tobacco advertising.
- Ensure that Contracting Agency employees interact with District students and staff in the same manner the District expects its employees in a similar role would interact.
- Ensure that Contracting Agency employees have appropriate identification at all times.
- Ensure that Contracting Agency employees at no time be deemed an employee of the District.

- Ensure that Contracting Agency and their employees confine their activities to the work site and area(s) designated for their use.

C. Indemnity, Release, Insurance and Security

1. Evidence of Vendor Insurance Coverage

   The Vendor shall provide Wayne RESA at the time the Bid Proposal is submitted, Certificates of Insurance and/or policies, acceptable to Wayne RESA, as listed below:

   • Certificate of Liability Insurance (Attachment #6) properly executed. Individual certificates of insurance and/or policies may be required prior to work commencing.

2. Insurance Requirements

   During the performance and up to the date of final acceptance of the work, the Vendor must effect and maintain insurance hereafter listed below:

   a) The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage at limits of $100,000 per person, $500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.

   b) The Vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:

      1) Contractual Liability;

      2) Products and Completed Operations;

      3) Per contract aggregate.

   c) The Vendor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

   d) The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.

      This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

3. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to Tamara Dust, Finance Manager, Wayne RESA, 33500 Van Born Road, Wayne, MI 48184."
4. If any of the above coverages expire during the term of this contract, the Vendor shall deliver renewal certificates and/or policies to Wayne RESA at least ten (10) days prior to the expiration date.
5. Indemnification and Hold Harmless – The Vendor shall indemnify and hold harmless RESA, its officers, agents, and employees from:
    a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
    b) Any claims, damages, penalties, costs and attorney fees arising from any failure of the Vendor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
    c) RESA will not indemnify, defend or hold harmless in any fashion the Vendor from any claims arising from any failure on the part of the vendor, its employees or suppliers, regardless of any language in any attachment or other document that the Vendor may provide.
    d) The Vendor shall reimburse RESA any expenses incurred as a result of the Vendor's failure to fulfill any obligation in a professional and timely manner under the Agreement.

D. Default and Termination

1. In the event the vendor shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, Wayne RESA may notify the Vendor of such default in writing.
2. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Vendor as the manager or, in the case of notice by the Vendor, the Deputy Superintendent or by mailing the same certified or registered mail to the address for the Vendor in the proposal, or the address for Wayne RESA in the case of notice by the Vendor.
3. Failure on the part of Wayne RESA to notify the Vendor of default shall not be deemed a waiver by Wayne RESA of Wayne RESA's rights on default of the Vendor and notice at a subsequent time will have the same effect as if promptly made.

4. Upon receipt of notice of default from Wayne RESA, the Vendor shall immediately correct such default. In the event the Vendor fails to correct the default to the satisfaction of Wayne RESA, Wayne RESA shall have all rights accorded by law, including the right to immediately terminate the Agreement. Such termination shall not relieve the Vendor of any liability to Wayne RESA for damages sustained by virtue of any default by the Vendor.
5. The Vendor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Wayne RESA prevails, the Vendor shall pay all expenses of such action including Wayne RESA's attorney fees and costs at all stages of the litigation.
6. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
7. Termination of the Agreement by Wayne RESA upon default by the vendor shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Vendor, and the bonds shall so specify.

E. Taxes

Wayne RESA is exempt from all federal, state and local taxes. Wayne RESA shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to RESA.

F. Administrative Service Fee

Contracting Agency shall collect an administrative service fee for the cost of substitute and/or contracted staff provided to the Wayne county consortium districts using the temporary staffing service under this contract. Contracting Agency shall remit the administrative service fee to WRESA within 30 days after the end of each quarter. The administrative service fee for this contract will be .0025% of all dollars spent though this contract on all substitute and/or contracted staff utilized by consortium districts, through the use of this contract.

Note: Administrative fee is the percentage (.0025) of Contractor Agency revenue to be redistributed to Wayne RESA for costs associated with the service.

G. Integration

All RFP documents and addendum, vendor's response to this RFP, subsequent purchase orders, and contract with the successful vendor contains the entire understanding between the parties.

III. APPENDICES

Appendix A: Wayne County

District Name	Sept 2016 Adjusted K-12 Count	2016-17 Employee Count
Allen Park Public Schools (82020)	3,798	447
Crestwood School District (82230)	3,838	553
Dearborn Public Schools (82030)	20,687	2919
Dearborn Heights School District #7 (82040)	2,619	254
Ecorse Public Schools (82250)	1,173	120
Flat Rock Community Schools (82180)	1,968	180
Garden City School District (82050)	3,891	638
Gibraltar School District (82290)	3,566	356
Grosse Ile Twp Schools (82300)	1,915	238
Grosse Pointe Public Schools (82055)	7,947	1,079
Hamtramck Public Schools (82060)	3,139	437
Harper Woods School District(82320)	1,800	224
Huron School District (82340)	2,554	384
Lincoln Park Public Schools (82090)	4,896	569
Livonia Public Schools (82095)	14,446	2,136
Melvindale-N. Allen Park Schools (82045)	2,918	338
Northville Public Schools (82390)	7,459	971
Plymouth-Canton Community Schools (82100)	17,404	2,135
Redford Union School District (82110)	2,948	402
River Rouge School District (82120)	2,002	186
Riverview Community School District (82400)	2,804	227
Romulus Community Schools (82130)	2,933	333
South Redford School District (82140)	3,290	383
Southgate Community School District (82405)	4,067	519
Taylor School District (82150)	6,716	1,188
Trenton Public Schools (82155)	2,564	347
Van Buren Public Schools (82430)	4,683	715
Wayne-Westland Community School District (82160)	11,588	1,977
Westwood Community Schools (82240)	1,878	210
Woodhaven-Brownstown School District (82365)	5,344	473
Wyandotte City School District (82170)	4,709	745
Wayne County District Total	**161,544**	**21,683**

IV. ATTACHMENTS

Attachment #1	Signature Page
Attachment #2	Bid Proposal (Scope of Service Response in a separate document)
Attachment #3	Vendor Statement of Qualifications
Attachment #4	Ethical Standards Affidavit **(MUST BE NOTARIZED)**
Attachment #5	Conflict of Interest Affidavit **(MUST BE NOTARIZED)**
Attachment #6	Certificate of Liability Insurance
Attachment #7	Assurances and Certifications

Attachment #1

SIGNATURE PAGE

This form must be returned, properly executed.
Please use this page as a cover sheet for your bid proposal.

In compliance with your request for bid proposals, the undersigned proposes to furnish and deliver all labor, services, merchandise or materials in accordance with the accompanying descriptions, bid proposal form, and instructions to vendors.

That this bid proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purchase, and is in all respects fair and without collusion or fraud; that no member of the Board of Education of the Wayne County Regional Educational Service Agency, Wayne, Michigan, nor any officer, employee or person whose salary is payable in whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, work or services to which it relates, or in any portion of the profits thereof; that all prices herein are net and exclusive of all federal, state and municipal sales and excise taxes; that said bidder clearly understands that Wayne County Regional Educational Service Agency will be the sole judge in determining the quality of merchandise as being equal to or in compliance with the descriptions.

Company: _____

Name: _____

Signature of above _____

Title: _____

Address: _____

_____

Telephone: _____

Fax Number: _____

Date: _____

Are you a small business? yes _____ no _____

Are you a minority business? yes _____ no _____

If yes, list minority: _____

12/02/2013

Attachment # 2

Staffing Management Solution RFP

RFP # 18-002-251

Bid Proposal

Vendor: _____ Contact: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Vendor Web Site: _____ Email: _____

Please describe the following topics in your response.

Vendor Requirements/Responsibilities		
A	**Contract Agency Hiring and Training Responsibilities**	**Vendor Response**
A1	Coordinate, provide materials and work in partnership with Wayne RESA introducing the Contracting Agency to Local School Districts and the online process	
A2	Provide District orientation, training and support	
A3	Transfer approved existing substitutes to the new system	
A4	Advertise, recruit and screen for substitute employee pools. Ensure proper qualifications/certifications/permits for teacher substitutes	
A5	Maintain a highly qualified professional pool of substitute teachers who are available for work	
A6	Hire certified or permitted employees for electronic placement	
A7	Maintain a sufficient pool of substitute teachers to provide a high fill rate. Please describe your fill rate statistics from 2015-16 and 2016-17.	
A8	Maintain a professional and qualified pool of substitute paraprofessional staff	
A9	Please describe successful strategies implemented to recruit, retain and incentivize staff	
A10	Hire, fire, supervise and evaluate substitute staff	

A11	Variances may exist between individual school districts regarding substitute pay rates. Contract Agency is able to provide for a variety of pay ranges within a district, and between districts.	
A12	Provide training and orientation, including but not limited to, legal issues (e.g. child abuse/neglect) and classroom management.	
A13	Contract Agency will assume financial and reporting responsibilities for any health benefits including Affordable Care Act	
A14	Accommodate districts temporary "direct hiring" of retired school personnel	
A15	Provide contract staff for non-instructional, and longer specialized assignments (such as coaching, lunch monitors, technicians).	
B	**Vendor Day-to-Day Requirements/Responsibilities**	**Vendor Response**
B1	Provide the substitute identity and assignment location to the employing district/school.	
B2	Invoice and capture reported contracted fees	
B3	Process Frontline (or similar reporting system) uploads for approved substitutes or temporary staff by employee type	
B4	Receive, process, and hire newly eligible employees during non-scheduled open application periods	
B5	Offer, process, and monitor Global Compliance Network training, classroom management, FERPA, child abuse and neglect, Seclusion and Restraint, blood borne pathogens and other legal issues training for incoming substitute candidates.	
B6	Maintain employee personnel files based on Federal and State guidelines	
B7	Manage employment payroll related inquiries, adjustments, changes, needed discipline and termination reporting and processing.	
B8	Act on district service delivery feedback and corrective action requests	
B9	Maintain, administer and assume responsibility for employee benefits and retirement programs as required by law including Affordable Care Act.	

B10	Provide specific details for implementing Affordable Care Act.	
B11	Collect, audit and manage substitute certifications and required permit documentation, as well as, deactivating each substitute employee from all Districts if they have a "Rescinded" permit and/or unpaid fees from previous school years.	
B12	Comply with all applicable statutes of the State of Michigan and other legally required background checks, forms and processes.	
B13	Upload the substitute information in Frontline(or applicable system)	
B14	Make available on web platform for each District all substitute information that can be legally shared, including, but not limited to, name, address, telephone numbers, email address, certification data, etc.	
B15	Provide Registry of Educational Personnel (REP) compliant file in excel or CSV format.	
B16	Submit required documentation for issuance and/or renewal of substitute teaching permits in a timely manner	
B17	Provide quality and timely customer service to district administrative staff. Provide timely responses to calls/emails from districts and maintain organized paperwork ad files.	
C	**Vendor Payroll Processing Requirements/Responsibilities**	**Vendor Response**
C1	Process all payroll and payroll tax liabilities and payments.	
C2	Process employer-liability Unemployment and Worker's Compensation claims	
C3	Maintain appropriate Business Licenses, Commercial General Liability Insurance, Fiduciary Bonding, Employee/Employer EPLI and Worker's Compensation Insurance	
C4	Manage the substitute employee pool as Employer of Record.	
C5	Describe circumstances that may warrant issuance of 1099s.	
D	**Vendor IT Requirements**	**Vendor Response**
D1	Provide an electronic Registry of Educational Personnel (REP) file in a timely manner.	

D2	Provide an electronic attendance file from Frontline (or similar system) that contains: Employee #, Date of absence, Absence Reason Code, Amount (# of days/hours), Corresponding substitute assignment, Comments	
D3	Provide an electronic invoice file that contains: Account number (from the employee distribution file imported into vendor's system), Amount, Substitute First and Last Name	
D4	Provide an electronic process for Wayne RESA/Districts to authorized substitutes after the criminal background check process has been completed. ("red light/green light")	
D5	Provide process and function for staff person to log his/her absence via a web interface or through a phone system. The staff person will be able to identify a preferred substitute when reporting his/her absence.	
D6	System should assign and notify the requested substitute, if available, otherwise notify other potential substitutes.	
D7	Provide and manage the entire system without hardware, software, or phone line requirements of districts	
D8	Provide for a substitute to electronically identify the districts in which they choose to work	
D9	Provide for districts to electronically indicate whether or not a substitute may be assigned to their particular district/school.	
D10	Provide an electronic system that will prohibit or close the acceptance of additional assignments once an assignment has been accepted	
E	**Districts will provide Vendor with the following**	**Vendor Response**
E1	Provide customer contact information as requested	
E2	Identify and assign a single district liaison who is responsible for completing forms. E.g. workers compensation	
E3	Audit weekly/biweekly dispatch of payroll reports, adjustments and files	

E4	Identify classes of substitutes and suggest appropriate pay schedules	
E5	Supply specific worksite policies and procedures. i.e. building lockdown, fire, tornado, etc.	
E6	Pay contracted service invoice within 30 days of receipt	
E7	Implement and manage the Frontline (or similar) system. Promptly notify Contracting Agency of changes in categories that effect pay. E.g. pay codes	
E8	Notify Contracting Agency of any increase or decrease in the assigned substitute pay codes in Frontline (or similar) system when a substitute achieves a higher pay scale for long-term assignments or is assigned a different classification.	
E9	Assign long-term substitutes as applicable.	

Companies interested should offer pricing and any other information that could help staff make the decision. Note: Administrative fee is the percentage (.0025) of Contractor Agency revenue. This fee should be included in a vendors base pricing.

Signature: _____ Date: _____

Print Name: _____ Title: _____

Attachment #3

VENDOR STATEMENT OF QUALIFICATIONS

Company Name: _____ Phone Number: _____

Company Address: _____ Fax Number: _____

_____ Contact Name: _____

_____ Contact Title: _____

Company website: _____ Email: _____

Number of years in business: _____

Company's financial rating: Duns or Bank reference (or the name and address of bank where company's commercial account is located):

List three (3) current or recent **EDUCATIONAL** clients for reference purposes.

Client Data	Description and Date of Service
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	
Name:	
Address:	
Phone Number:	
Contact Name:	

Signature: _____ Title: _____ Date: _____

Attachment #4

Wayne RESA
33500 Van Born Road
Wayne, MI 48184-2497
734-334-1300
www.resa.net

Tamara Dust
Finance Manager
734-334-1579
Fax 734-334-1662
dustt@resa.net

ETHICAL STANDARDS AFFIDAVIT

State of _____

County of _____

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

And further, contractor sayeth not.

_____
Contractor

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

_____ Day of _____, 20_____.

_____
Notary Public

My commission expires: _____

Attachment #5

Wayne RESA
33500 Van Born Road
Wayne, MI 48184-2497
734-334-1300
www.resa.net

Tamara Dust
Finance Manager
734-334-1579
Fax 734-334-1662
dustt@resa.net

CONFLICT OF INTEREST AFFIDAVIT

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, sub-paragraph (d), as listed below:

(3) The advertisement for bids (and proposals) shall do all of the following:
(d) State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW.

☐ List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*

_____

_____

_____

_____

☐ To the best of my knowledge, no conflict of interest exists.

Print name of bidder: _____ Signature: _____

Name of Company: _____ City: _____ State: _____

****

NOTARY - State of _____

County of _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

_____ Day of _____ , 20_____ .

Notary Public _____

My commission expires: _____

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSUREERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ ☐ GENERAL AGGREGATE LIMIT APPLIES ☐ POLICY ☐PROJECT ☐ LOC				EACH OCCURENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGRREGATE PRODUCTS-COMP/OP AGG	$ $ $ $ $ $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____ ☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	 $ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUT-ORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	 $ $ $
	OTHER					$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER	☐	ADDITIONAL INSURED; INSURER LETTER: __	CANCELLATION
			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OF REPRESENTATIONS
			AUTHORIZED REPRESETNATIVE

Attachment #7

Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

The applicant herby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with Section 400 (d) (4) of the U.S. Department of Education Compliance Supplement for A-133.

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Wayne RESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Date _____ Signature _____