



# Request for Proposal

Substitute Teachers, Paraprofessionals and Administrative Staff

RFP Number: 18JUL14Subs

**Date Issued:** July 18, 2014

**Due Date:** August 5, 2014

**Procurement Contact:**

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## EDUCATION ACHIEVEMENT AUTHORITY of Michigan

**About the Education Achievement Authority:** The Education Achievement Authority of Michigan (“EAA”) is a new statewide school system that will assume operation of the lowest five (5) percent of performing schools in the state of Michigan that are not achieving satisfactory results on a redesign plan or that are under an Emergency Manager. It is designed to provide a new, stable, financially responsible set of public schools that create the conditions, supports, tools and resources under which teachers can help students make significant academic gains. It will first apply to underperforming schools in Detroit in the 2012–2013 school year and then be expanded to include low performing schools throughout Michigan.

**Equal Opportunity:** It is the public policy of the EAA, at all levels of procurement, to promote equal opportunity in employment and contracting opportunities. Additionally, the EAA endeavors to promote and encourage the participation of Minority Business Enterprises (“MBEs”), Women Business Enterprises (“WBEs”) and small and other disadvantaged business entities, as defined by the Small Business Administration. Therefore, the EAA is committed to pursue such avenues in its employment and contracting activities, which will further the goals of this policy. Similarly, demonstrated commitment consistent with the goals of this policy, by those with whom the EAA of Michigan does business, is highly desirable.

# EDUCATION ACHIEVEMENT AUTHORITY of Michigan

## SUBSTITUTE TEACHERS, PARAPROFESSIONALS AND ADMINISTRATIVE SERVICES

### Request for Proposal

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# Request for Proposals

## I. Overview

The EAA is based in Detroit, Michigan. For the current school year, the EAA will have an enrollment of approximately 6,200 students in grades PK-12 in the twelve (12) schools identified in this RFP (each a "Facility" and collectively the "Facilities"). These Facilities include six (6) high school buildings (grades 9-12) and six (6) elementary/middle school buildings (grades PK-8). The purpose of this RFP is to identify a proven Proposer(s) ability to offer the professional services listed below. It is expected that these services will lead to significant gains in student achievement.

## II. Outline of Work

### Purpose:

As indicated above, the purpose of this RFP is to identify a proven Proposer(s) to offer the services listed below.

The EAA invites proposals for employment and comprehensive personnel management services for any or all of the following categories of employees:

- Substitute Teachers
- Substitute Paraprofessionals
- Substitute Administrative Staff

The selected Proposer will implement and provide all personnel management, payroll, training, benefits and related services required under: federal and state law; by the terms of this RFP; and any subsequent contractual agreement(s) that the parties may enter into, in an effort to sustain the staffing levels of any or all of the above listed categories of employee groups that may be assigned to work within the EAA.

### Scope and Activities:

The Proposer selected under this RFP will become responsible for the following items:

- Recruiting, pre-employment screening, hiring, qualifying, certifying, disciplining and terminating, if necessary, all participating employees;
- Ensuring that personnel has received all required training and/or licensing, as necessary, to fulfill the needs of the EAA and/or comply with any applicable laws;
- Advertising in local newspapers in an effort to recruit replacement personnel, when needed, at no cost to the EAA;
- Obtaining and maintaining all legally required employment benefits and/or insurance coverage for employees, including adequate liability insurance to ensure the protection of the EAA;
- Operating a viable payroll system which meets all current federal, state, and local requirements;

- Conducting all payroll and benefit reporting functions in accordance with all federal, state, and local laws;
- Establishing and maintaining any fringe benefit options (e.g., 401(k) plans, health insurance, paid leave time, etc.) that may be deemed necessary or desirable by the Proposer;
- Ensuring that every participating employee undergoes a criminal records check as required by Michigan law for any individual working within a public school/district;
- Requiring that any arrest/arraignment of an individual assigned to work within the EAA be reported to the Proposer within three (3) business days of the action and ensuring that the EAA is notified immediately thereafter;
- Providing the EAA with a bi-weekly invoice in such detail as the EAA may reasonably require;
- Ensuring that no portion of the contracted services is subcontracted without the prior written consent of the EAA; and
- Providing the EAA, on a semi-annual basis, information required for the Registry of Educational Personnel (REP) in an electronic format approved by the EAA.

The EAA will be responsible for:

- Facilitating the fingerprinting process necessary to execute the required criminal history check/report;
- Applying for substitute teacher permits, as needed;
- Providing the Proposer with specific information as to employee assignments which include, but are not limited to, applicable pay scales, work days, work hours, and any other factors required by the Proposer to ensure that the work assignment(s) requested by the EAA can be appropriately staffed;
- Facilitating the scheduling of required training;
- Maintaining a mutually satisfactory communication link with the Proposer; and
- Promptly providing payment to the Proposer for services rendered in accordance with the terms of a mutually agreed upon contractual agreement.

**Qualifications:**

The qualifications of the Proposer should be submitted in a summary format. If the Proposer has a project team that includes subcontractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants should also be provided. Any and all relevant experience on similar projects should be highlighted. Please also identify and provide the credentials of all individuals who will be charged with administering the EAA contract on a daily basis.

**References:**

Please provide a description and/or the name of your three (3) largest accounts or projects that have been completed in the last three (3) years. Also, include the name of the customer(s) affiliated with these accounts or projects, as well as their addresses, telephone numbers (including facsimile numbers) and email addresses. The references provided by the Proposer will be contacted during the evaluation process. To the extent that the EAA

receives negative feedback from the Proposer's references, the EAA reserves the right to use that information as grounds for disqualification in its sole discretion.

**Value-added Goods and Services:**

Proposer shall include information regarding additional discounts based on long-term projects, purchasing incentives, student tuitions, product grants, rebates, and any programs that add to the value of the goods and services to be provided.

**Customer Support Services:**

Explain your company's policy regarding quality assurance/quality control, tracking and reporting.

**Provide Success Stories:**

A success story should be included in the form of a narrative (no more than one (1) to two (2) pages) highlighting the achievements and/or progress of projects you have worked on, or are currently working on. The Proposers' narrative can outline improvements made during the course of a contractual relationship for services performed that are similar to those being requested in this RFP. The success stories will be used as a tool to assist with educating the EAA evaluation committee about the outcomes of your work and the results you have, or are, achieving.

**Appendices:**

To the extent that the Proposer opts to include appendices, the content of such shall be at the Proposer's discretion. However, it is requested that the Proposer limit materials and/or information to that which will help the EAA understand the Proposer's ability to provide the services requested in this RFP.

**Important Note:**

The EAA is looking for services for both the District at large, as well as individual EAA schools. Please advise whether you are bidding a la carte services, all inclusive services or both. Also, please note if the services you seek to provide shall differ (either substantively or by way of fees charged) in accordance with grade level (i.e., high schools versus K-8 schools).

**Optional Services:**

If there are optional services that you provide that you may deem relevant and/or helpful to the EAA in fulfillment of its mission to improve education for the children we service, please provide specific details in your response.

**Timeline:**

The anticipated start date of the contract potentially resulting from this RFP is September 1, 2014.

### III. Proposer Qualifications

The EAA is seeking proposals from Proposers who:

- Have the necessary capacity and infrastructure to deliver on all elements listed in Section II;
- Can provide standard Service Level Agreements (SLAs); and
- Agree to purchase, prior to the commencement of services, and maintain for the duration of any subsequent contract the EAA and a Proposer may enter into, the following insurance coverage in the minimum amounts indicated:

**Commercial General Liability Insurance:** On an “Occurrence Basis” with limits of liability not less than \$1,000,000 for each occurrence; \$5,000,000 aggregate; combined single limit; personal injury, bodily injury and property damage. Coverage shall include the following extensions: A) contractual Liability; B) products and completed operations; C) independent Proposer’s coverage; D) broad form general liability extensions or equivalent; E) deletion of all explosion, collapse and under group (XCU) exclusions, if applicable.

**Workers’ Compensation including Employer’s Liability Coverage:** \$100,000 for each accident; and \$500,000 annual aggregate, in accordance with all applicable laws.

**Motor Vehicle Liability:** If Proposer, or its employees, will use motor vehicles to satisfy its responsibilities, then Proposer must have a minimum amount of \$1,000,000 per occurrence; combined single limit, including coverage for hired or leased vehicles; and owned and non-owned vehicles with No-Fault coverage as required by law. If the insurance coverage furnished by Proposer is on a “claims made” basis, the Proposer shall continue the coverage required under the contract for a minimum period of three (3) years after the expiration or termination of the contract.

In addition, Proposer shall include the following as Additional Insured: The Education Achievement Authority of Michigan, including its elected and appointed officials, employees, and volunteers.

### IV. Proposal Requirements

**Description of Service Model and Approach:** Describe your approach to develop assessments, as well as your ability to deliver them electronically. Please also include the strategies your organization will employ to effectively execute the work in each of the areas described in Section II, above.

**Experience:** Include examples of your organization’s experience serving as a service provider for other schools and/or districts.

**Staffing Model:** Provide an overview of your staffing model and an outline of who will be working with the EAA in order to fulfill the responsibilities outlined in Section II, and with what frequency.

**Cost Information:** Provide an overview of the costs associated with your model. Please

include a description of any applicable discounts you may be willing to offer.

**Minimum Submission Requirements:** Any proposal that does not the following requirements will be deemed ineligible for further review and consideration:

- Meeting the submission deadline of August 5, 2014;
- Submitting a complete proposal in the Microsoft Word;
- Submitting a sworn and notarized statement disclosing any familial or social relationship that exists between the Proposer or any employee of the Proposer and EAA staff or board members (See Attachment A).

**Contract Award:** The EAA reserves the right to award contract(s) in a manner deemed to be in the best interest of the EAA.

**Term:** The contract(s) potentially resulting from this RFP shall be in effect beginning September 1, 2014 through August 15, 2015. The EAA reserves the right to extend the contract(s), or parts thereof, for a period up to, or exceeding, the full original contract(s) term with mutual consent between both parties.

**Amendment or Cancellation of the RFP:** The EAA reserves the right to cancel, amend, modify or otherwise change this RFP at any time, if deemed in the best interest of the EAA to do so. Further, the EAA, at its option, may seek the retraction and/or clarification of any discrepancy or contradiction that may be discovered during the proposal review process.

**Proposer Presentation of Supporting Evidence:** Within the sole discretion of the EAA, Proposers may be invited to present additional evidence relating to their experience, performance, ability, and/or financial surety, all of which may assist in the evaluation of the Proposer's ability to perform the services requested in this RFP.

**Proposer Demonstration of Proposed Services and/or Products:** At the discretion of the EAA, Proposers may be required to submit additional information and/or evidence to demonstrate their ability to provide the proposed services requested in this RFP. This additional information must be provided without cost to the EAA.

**Erroneous Awards:** The EAA reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract, and subsequently awarding said contract to another Proposer. Such action on the part of the EAA shall not constitute a breach of contract.

**Proposal Expenses:** Proposers are responsible for all costs and expenses incurred in the preparation and/or presentation of proposals.

**Ownership of Proposals:** All proposals shall become the sole property of the EAA and will not be returned. All of the information contained in a proposal submitted in response to this RFP is subject to the provisions of the Freedom of Information Act (FOIA), Section 15.231 et seq. of the Michigan Compiled Laws. In accordance with FOIA, records maintained or kept on file by any public agency (as defined by statute) are public records and every person has a right to inspect such records and receive a copy of such records, except as exempted under other applicable federal or state laws.

**Ownership of Subsequent Products:** Any product, whether acceptable or unacceptable, which may be developed under any contract that may be awarded as a result of this RFP, shall be, and remain, the sole property of the EAA, unless otherwise stated in the contract.

**Oral Agreement or Arrangements:** Any alleged oral agreements or arrangements made by Proposers with any EAA appointed or elected official, employee, or volunteer is not binding

and will accordingly not be considered during the evaluation process, or subsequent awarding of a contract.

**Sub-contractors:** The EAA must approve, in writing, any and all sub-contractors utilized by the successful Proposer prior to any such sub-contractor commencing work. Proposers acknowledge, by the act of submitting a proposal, that any work provided under a subsequent contract, is work conducted on behalf of the EAA and that the Chancellor or his/her designee may communicate directly with any sub-contractor as the EAA deems to be necessary or appropriate. It is also understood that the successful Proposer shall be responsible for all payment of fees charged by the sub-contractor(s). Upon request, a performance evaluation of any sub-contractor shall be provided promptly by the Proposer to the EAA. It is expected however, that the Proposer will, and must, provide the majority of services described herein.

**E-Mail Clarifications:** The EAA intends to communicate with Proposers via e-mail (e.g., RFP clarifications and addenda). References in this RFP to "written" form of communications include email.

**Additional Requests for Clarification:** Prospective Proposers may request that the EAA clarify information contained in this RFP. All such requests must be made in writing and submitted via email. The EAA will attempt to provide a written response to all written requests for clarification within twenty-four (24) hours after the receipt of such request. The EAA will not respond to any request for clarification received after **5 p.m. on August 4, 2014**. The response to any request for clarification will be posted to the EAA's website and notification of such posting will be provided to all parties that filed an Intent to Respond with the EAA by the deadline set. Requests for clarification and inquiries must be made via email. All requests for clarification must be directed to Jamie Glavin at [jglavin@eaaofmichigan.org](mailto:jglavin@eaaofmichigan.org) (Subject Line: Substitute Teachers, Paraprofessionals and Administrative RFP Request for Clarification). No response will be made to any oral questions. It is each Proposer's responsibility to check the EAA's website prior to the RFP due date to ensure that they have received all of the information, including, but not limited to, all Addenda to this RFP.

**Restrictions On Communication:** From the issue date of this RFP until a Proposer is selected and the selection announced, a prospective Proposer shall not communicate about the subject of this RFP or a Proposer's proposal with the EAA, its Board of Directors, administrators, faculty, staff, students, or employees, except a Proposer may have communicate with the aforementioned EAA personnel on matters related to the pre-proposal conference/facility walk-through, additional requests for clarification as described above, or as otherwise required by applicable law.

**Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be emailed in the form of an addendum to all parties that submitted an Intent to Respond with the EAA. All addenda will be issued through the EAA's website and all addenda shall become a part of this RFP. In an effort to avoid any miscommunication, each Proposer must acknowledge all addenda that they have received, but the failure of a Proposer to receive, or acknowledge receipt of, any addendum shall not relieve the Proposer of the responsibility to comply with the terms thereof.

**RFP Information Controlling:** The EAA intends that all Proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by written communication contained in an addendum to this RFP, a request for clarification, or other written response thereto, or in the Proposal.

**Finality of Decision:** Any decision made by the EAA, including the Proposer selection, shall be final.

**Reservation of Rights:** The EAA reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all proposals with or without cause. The EAA further reserves the right to waive any irregularity or informality in the RFP process or any proposal, and the right to award a contract to a Proposer that may not be the lowest bidder. The EAA reserves the right to request additional information from any or all Proposers. The EAA reserves the right to negotiate with the Proposers concerning their proposals. In the event a Proposer's proposal is accepted by the EAA and the Proposer asserts exceptions, special considerations or conditions after acceptance, the EAA, in its sole and absolute discretion, reserves the right to reject the Proposal and award the contract to another Proposer.

**Release of Claims:** Each Proposer, by submitting their proposal, releases the EAA from any and all claims arising out of, and related to, this RFP process and selection of a Proposer.

**Proposer Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs and liabilities incurred by them, or others acting on their behalf, in preparing or submitting a proposal, or otherwise responding to this RFP, or any negotiations incidental to their proposal or this RFP.

**Irrevocability of Proposals:** All proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred twenty (120) calendar days following the Due Date for receipt of proposals set forth above.

**Collusive Bidding:** The Proposer certifies that their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same service, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

## **PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS**

In addition to the requirements outlined above, the following must be adhered to in an effort to ensure proper consideration of your proposal:

**Due Date:** *August 5, 2014 at 1 p.m. EST* via email to [jglavin@eaaofmichigan.org](mailto:jglavin@eaaofmichigan.org).

**Intent To Respond:** Each Proposer who intends to submit a proposal in response to this RFP shall submit an "Intent To Respond" via e-mail to Jamie Glavin at [jglavin@eaaofmichigan.org](mailto:jglavin@eaaofmichigan.org) (Subject Line: Substitute Teachers, Paraprofessionals and Administrative RFP Intent To Respond), on or before **5 p.m., July 23, 2014**. The intent to respond shall include the name of the Proposer, the name of a contact person and that person's email address. Failure to submit an Intent To Respond by the aforementioned deadline does not preclude a Proposer

from submitting a proposal; however, Proposers who do not submit an Intent To Respond by the aforementioned deadline will not receive notifications of requests for clarification and/or addenda, and it shall be the Proposer's sole responsibility to check the EAA's website for the same.

**Late Proposals:** Each Proposer is responsible for submission of its proposal. Proposals or proposal revisions received after the due date will not be accepted or considered. The EAA is not liable for any delivery or other delays.

**Disqualification:** Any proposal not providing the required information, or not conforming to the format specified herein, may be disqualified on that basis. Proposals must: (i) demonstrate an understanding of the scope of services requested under this RFP; (ii) demonstrate the ability to provide the substitute teachers, paraprofessionals and administrative staff set forth in this RFP and any subsequent contract the parties may enter into; and (iii) include all necessary and relevant information that will enable the EAA to thoroughly evaluate each Proposer's overall experience, expertise, qualifications and ability to deliver substitute teachers, paraprofessionals and administrative personnel in accordance with the requirements and obligations of this RFP and any subsequent contract. Each proposal shall also include any other information or explanations that the Proposer deems significant with respect to the EAA making an informed decision relative to their proposal.

**Exceptions:** Any exceptions to the terms and conditions contained in this RFP or the form of any subsequent contract entered into by the parties, or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part their proposal, together with an explanation as to the reason such terms and conditions of the RFP or resulting contract cannot be met by, or, in the Proposer's opinion, are not applicable to, the Proposer. The Proposer shall be required and expected to meet the specifications and requirements as set forth in this RFP and resulting contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Proposer's proposal, and those exceptions or special considerations or conditions are expressly accepted by the EAA. All pricing factors must be clearly indicated in the Proposer's proposal.

**Background Cover Letter:** A cover letter with background information regarding the Proposer must be included, which should serve as an introduction of the Proposer and the services they are able to provide to the EAA, on business letterhead.

**Background and Qualifications:** Background information and qualifications of any and all personnel who will be involved in carrying out and/or performing the services required under this RFP and any subsequent contract, must be provided. Please also provide a description as to the chain of command and/or reporting relationships within your organization. To the extent that an organizational chart is available, please also include this in your proposal.

**References:** Each proposal must include detailed evidence that the Proposer is currently providing similar services for other PK-12 public school districts or educational institutions. The Proposer must provide this information, including contact names, addresses, phone numbers of those individuals at other districts and/or educational entities that have knowledge of your experience. Please also include a description as to the type and scope

of services provided to these entities. In addition, a detailed explanation as to the similarity in services performed for other school districts of similar size and scope as the EAA would be helpful.

**Financial Reports:** Documentation of sufficient financial resources and capacity to provide the services requested hereunder. This documentation shall include an audited financial report for the three (3) most recent fiscal years of the Proposer. If unavailable, please clearly state the reason as to the unavailability of said documentation and provide equivalent alternative financial materials upon submission of your proposal.

**Compliance with Laws and Regulations:** Each Proposer must demonstrate their understanding and ability to comply with all regulations, codes, ordinances local, state, and/or federal laws that apply to the requirements and/or obligations contemplated by this RFP and/or resulting contract, which includes, but is not limited to, the Michigan Revised School Code and any rules and regulations promulgated thereunder.

**Other:** Describe any other resources to be provided by the Proposer, that are not outlined above, which may demonstrate or enhance the Proposer's ability to carry out the services required under this RFP and any subsequent contract the EAA and a Proposer may enter into.

**Litigation and Regulatory Proceedings:** List all litigation or regulatory proceedings the Proposer may have been a party to, and/or involved in, during the past five (5) years, within the state of Michigan, or within those state(s) where 85% or more of the Proposer's contracts are performed. Please only provide information as to litigation and regulatory proceedings that may have involved contract disputes and/or negligence actions involving: (i) school districts in which the Proposer has been a service provider; (ii) issues as to supplies, equipment or services similar to those requested in this RFP; (iii) noncompliance of the Proposer's reporting or documentation requirements, alleged poor working conditions of the Proposer and/or unlawful employment practices under the Occupational Safety and Health Act, Title VII or other applicable state and federal laws; or (iv) any suits whereby an employee of the Proposer was found to have mistreated students in any manner. It is contemplated under this RFP that workers' compensation and unemployment proceedings are not included in this requirement.

**Training:** Fully describe, and provide evidence and scope of, Proposer's formalized in-service training and educational programs for all of its employees.

**Agreement to be Bound:** All Proposers will be required to provide a signed letter setting forth the Proposer's agreement to be bound by the terms and conditions of this RFP.

**Pricing:** Proposers should provide substantiation and an explanation of costs associated with the work being proposed by the Proposer.

## V. Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP, may be included in the selection process:

**Oral Interviews:** The EAA may require Proposers to participate in an oral interview and negotiation process to discuss their proposal and to answer any questions the EAA may have regarding their proposal. If this is requested, the EAA will notify the Proposer by contacting the individual(s) identified in their proposal. It is anticipated that interviews will be scheduled **August 7-11, 2014**. If selected to participate in an oral interview, the Proposer(s) should be prepared to make a presentation to the selection committee for approximately twenty (20) minutes.

## VI. Instructions to Proposers

### Proposal Schedule:

The EAA's anticipated timeline for its selection process is as follows:

Issuance of this RFP	July 18, 2014
Deadline for written Intent to Respond	5 p.m. — July 23, 2014
Deadline for written Requests for Clarifications	5 p.m. — July 25, 2014
<b>DUE DATE FOR PROPOSALS</b>	1 p.m. – August 5, 2014
Proposer interviews and presentations to the EAA's selection committee	August 7-11, 2014

**PLEASE NOTE:** The EAA reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

As noted above, during the period from your organization's receipt of this RFP, and until a contract is awarded, your organization shall not contact any employee of the EAA for additional information, except in writing, directed to the Procurement Contact listed on the cover page of this document, at Education Achievement Authority of Michigan, 300 River Place, Suite 3600, Detroit, MI 48207. Your organization assumes the risk of any delay in the mail or in the handling of mail. Thus, it is your organization's responsibility to have your proposal delivered to the EAA timely.

**Questions:** Questions for the purpose of clarifying this RFP must be submitted in writing and must be received no later than 5:00 PM Eastern on August 4, 2014. Questions must be emailed to [jglavin@eaaofmichigan.org](mailto:jglavin@eaaofmichigan.org). Answers to questions received will be posted as an Addendum to this RFP.

## VII. Contractual Obligations

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The EAA will pursue negotiations with the highest scoring proposer(s). If, for some reason, the EAA and the highest scoring proposer(s) fail to agree to a contract, then the EAA may commence contract negotiations with other Proposers. The EAA may decide, at any time, to start the RFP process again.

**Insurance Certificates:** An Insurance Certificate evidencing all insurance coverage required, as outlined herein, will be required.

**Services:** The Proposer shall agree to perform all of the services contemplated by this RFP and any subsequent contract that the parties may enter into.

**Personnel/Staffing Levels:** Throughout the initial term, and any renewal term(s) which may be exercised under a resulting contract, the Proposer shall provide all of its personnel (including management, supervision, related administrative personnel necessary for the provision of services) with any all requisite training. The Proposer shall also recruit, ensure that background checks are performed, employ, compensate, and supervise all staff provided to the EAA.

**Fingerprinting and Background Checks:** The Proposer and all of its employees and agents providing services to the EAA shall meet the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 380.1230a, 380.1230c, 380.1230d and 380.1230g.

**Hold Harmless/Indemnification:** The Proposer shall indemnify, defend and hold the EAA harmless pursuant to the terms and conditions of any subsequent contract the parties may enter into.

**Compliance with Laws:** The Proposer shall comply with any and all federal, state and local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to providing the services anticipated in this RFP and any subsequent contract, including, but not limited to, commercial driver's licenses, chauffeur licenses, drivers' licenses, boiler operators' licenses etc. The Proposer, including all of their employees and agents shall perform services in accordance with all state licensing laws including: the Electrical Administrative Act, PA 217 of 1956, as amended; the Forbes Mechanical Providers Act, PA 192 of 1984, as amended; the State Plumbing Act, PA 733 of 2002; the Boiler Act, PA 290 of 1965, as amended; and the Elevator Safety Act, PA 227 of 1967. The Proposer, including their employees and agents, shall be required to acknowledge the EAA's policies and procedures concerning appropriate behavior of persons in its facilities and, on its properties, including for example, policies related to sexual harassment, EEO and workplace conduct, and shall comply with all such policies and procedures. Additionally, all services must be provided in compliance with OSHA/MIOSHA and the Right-to-Know laws. The Proposer shall be responsible and liable for the safety, injury and health of its personnel/employees while its personnel/employees are performing services for the EAA.

**VIII. RFP Rubric**

<b>Proposer</b>	<b>Total Score:</b>
	_____/60

Section	1-Below	2-Partially Meets	3-Meets	4-Exceeds
Description of Service Model and Approach	Offers insufficient information regarding the organization’s model and approach to delivering the services solicited through the RFP	Offers a somewhat clear explanation of the organization’s services that could be strengthened by greater detail and specificity	Offers a comprehensive and well-written explanation of the organization’s services solicited through the RFP	Offers an exceptionally clear, comprehensive, and compelling description of the organization’s services solicited through the RFP
Experience and Track Record	Provides insufficient evidence of the organization’s ability to satisfactorily provide the requested services in a school setting.	Provides some evidence to suggest the organization’s ability to satisfactorily provide the requested services in a school setting.	Provides sufficient evidence to validate the organization’s ability to satisfactorily provide the requested services in a school setting.	Provides ample evidence of the organization’s ability to satisfactorily provide the requested services in a school setting.
Staffing Model	Provides insufficient information regarding the organization’s leadership structure and staffing model for the engagement outlined in the RFP	Provides some information to describe the organization’s leadership structure and staffing model for the engagement outlined in the RFP	Articulates the organization’s leadership structure and proposed plans to staff the engagement with experienced and talented professionals	Fully describes the organization’s leadership structure and proposed plans to staff the engagement with experienced and talented professionals
Cost Information	Fails to provide cost information and/or cost information is unclear and lacks alignment with the organization’s proposed services	Provides some cost information; however, the presentation may be disorganized or lack detail and alignment to the services requested through the RFP	Provides adequate cost information, including a breakdown of the proposed services aligned to the RFP	Provides clear and sufficient cost information aligned to the proposed services, showing justifications for all costs

Section	Score	Weighting	Total Points
Description of Service Model and Approach		x5	_____/ 20
Experience and Track Record		x5	_____/ 20
Staffing Model		x3	_____/ 12
Cost Information		x2	_____/ 8
<b>Total Score:</b>			<b>_____/ 60</b>

**EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN**

**REQUEST FOR PROPOSALS**

**FOR**

**COURSE ASSESSMENT PROFESSIONAL SERVICES**

**ATTACHMENT**

**Attachment A** – Familial Disclosure Affidavit

**Attachment B** - Questionnaire

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN

REQUEST FOR PROPOSALS  
FOR  
COURSE ASSESSMENT PROFESSIONAL SERVICES

ATTACHMENT A – Familial Disclosure Affidavit

**Familial Disclosure Affidavit**

The undersigned, the owner or authorized officer of \_\_\_\_\_ (the "Proposer"), pursuant to the familial disclosure requirement provided in the Education Achievement Authority of Michigan's (the "EAA") Request for Proposal – Substitute Teachers, Paraprofessionals and Administrative Staff, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Proposer, and any member of the Board of Directors of the EAA, Chancellor of the EAA, or any other EAA employee.

List any Familial Relationships:

\_\_\_\_\_  
Proposer

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Subscribed and sworn to before  
me this \_\_\_\_ day of August, 2014

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, State of Michigan  
My commission expires: \_\_\_\_\_

EDUCATION ACHIEVEMENT AUTHORITY OF MICHIGAN

REQUEST FOR PROPOSALS

FOR

SUBSTITUTE TEACHERS, PARAPROFESSIONALS AND ADMINISTRATIVE STAFF

ATTACHMENT B – Questionnaire

## General

1. Describe the philosophy or mission statement of your organization.
2. Number of years that your firm has been in business?
3. How long has your company been in the business of providing substitute teachers, paraprofessionals and administrative staff for public school districts and/or other educational entities?
4. Where is your corporate office located? Is there a local office available that would be equipped to service our account?
5. Provide a list of school districts for which you currently provide staffing service.
6. Provide three references from current school districts that are using your staffing services.
7. List the fringe benefits you offer your employees and the eligibility requirements for them to receive benefits.
8. Describe the scope and detail of the workers' compensation and liability insurance that your organization provides. Also outline the limits of said coverage.
9. Explain your company's billing and reporting capabilities. Share timelines for reporting and sample reports.
10. Explain the process that your organization will use to manage any permits that may be required of staff your organization may provide to the EAA.
11. Explain how your organization will manage any rules associated with permits and/or compliance as it pertains to substitute teachers in particular.
12. Describe your organization's capability of fulfilling other staffing needs the EAA may require (i.e., beyond substitute teachers, paraprofessionals and administrative staff).
13. Explain your company's willingness to allow the EAA to submit a preferential list of staffing personnel.
14. Share the timeline and process for implementing your staffing services to the EAA if your company should be successful in the bidding process.

## RECRUITING, SCREENING AND HIRING PROCESS

1. Describe how your organization will ensure an ample supply of qualified employees.
2. Describe your process for sourcing and identifying qualified personnel.
3. Describe your recruiting methods and resources.
4. Describe your hiring process for the different types of personnel contemplated by this RFP.
5. What forms of screening are administered in order to verify that personnel has the necessary credentials to work in a Michigan public school district?

6. What background check is performed before placing personnel on assignment?
7. What credentials and qualifications do you require of your employees?
8. Explain your background criminal history check process prior to placing an employee on assignment, including a typical time frame.
9. Describe your process for addressing employees that may violate school safety laws after beginning an assignment.
10. Provide a sample handbook for your personnel.
11. Explain how your organization processes payroll and fulfills tax reporting of your personnel.
12. Can your company offer personnel for half days as well as full days?

#### TRAINING AND ORIENTATION PROCESS

1. What training will your employees receive before they begin their assignment?
2. Explain the orientation process and annual updates.
3. What processes will be put in place to educate new employees about district policies and procedures?
4. How do you educate your employees on preparedness/professionalism, position skills, sexual harassment, blood borne pathogens and FERPA?
5. How do you educate substitute teachers on classroom management, teaching strategies, and strategies for children with disabilities?

#### ASSIGNING / SCHEDULING PROCESS

1. Do you use an automated scheduling system for your employees? If so, which one?
2. How would your company become updated and informed of the operational components of the district's current automated substitute management system(s)?
3. What is your organization's process for verifying that employee placements occurred as scheduled and are accurately billed?
4. What is your success rate for filling other schools' staffing needs? Show documentation of fill rates for the past three years.
5. What are the normal business hours of your company? How can our district feel confident that our needs will be met if we leave a message before or after normal business hours?
6. How will your organization ensure that personnel placements will be acceptable to the district?

## QUALITY CONTROL AND RETENTION PROGRAMS

1. What is your company's quality policy? How does it apply to the services you offer to your customers?
2. Please explain the process that will be put in place to track the performance of assigned personnel?
3. Who will handle performance and employee relations issues with your employees?
4. How will your organization track and monitor attendance and retention among your employees?
5. If the EAA finds that an assigned employee is unacceptable to the EAA, what will the process be for removal of that employee?
6. How do you plan to make sure that you have both the quality and quantity of employees we need?
7. How do you ensure that certain personnel are not assigned to schools where building leadership has requested that those employees not return?
8. How do you measure the quality and value of your services?
9. List any certifications you may possess?
10. What programs do you have in place for the retention of personnel?

## INFORMATION SECURITY AND SYSTEMS RELIABILITY

1. How does your company exchange electronic information?
2. How do you assure security and systems integrity?
3. What is your website address?
4. How do you assure information backup and data recovery?
5. How do you provide backup for your resident IT hardware and software persons?
6. What other data security measures have you implemented?

## SERVICES

1. Describe in detail your plan to deliver the required services.
2. Are any of your proposed services subcontracted? If so, please explain in detail.
3. Does your company have a formal process for determining individual needs of each school within the EAA?

4. What other steps will your company take to ensure that all of our needs are met?

**PRICING**

1. Provide a comprehensive explanation of how your pricing will be determined.

Provide pricing using the following grid.

Use a separate grid for each of the following classes, Substitute Teachers, Paraprofessionals, and Administrative Staff:

Classification	Daily Rate	Half-Day Rate	Hourly Rate

2. How frequently will invoices be prepared and what are the payment terms?
3. What is the process for the company to apply credits if errors are found on the invoices?
4. Describe your payroll and payment process, include how the contract employee’s payroll will be collected and tabulated.
5. Will your organization penalize the EAA if we want to hire one of your employees?

**LEGAL**

1. Describe your knowledge of applicable laws and regulations that govern K-12 school districts in the state of Michigan as it relates to the contracting of employees.
2. Is your firm or its owner(s) involved in any legal proceedings that would have any impact on your organization’s ability to provide services? Please describe.
3. Describe your process for handling the media.
4. How do you plan on having your staff trained to ensure compliance with any and all applicable state laws, policies and procedures while providing services contemplated by this RFP?

## OTHER

1. Provide resumes of all staff who will be assigned to this project.
2. Explain why we should use your company to provide our staffing needs?
3. What makes your company different and better from other companies who provide the same services?