



REQUEST FOR PROPOSAL

FOR

ECE THIRD-PARTY EMPLOYMENT AND  
PAYROLL SERVICES

RFP 2024-03 (Reissued)

**DUE: May 10, 2024 2:00 P.M., Local Time**

Southfield Public Schools  
John W. English Administration Building  
24661 Lahser Rd  
Southfield, MI 48033

TO: Prospective Bidders  
FROM: Jesse Sutton  
Purchasing  
DATE: Friday, April 26, 2024  
SUBJECT: Request for Proposal

The Southfield Board of Education is accepting sealed proposals to provide Early Childhood Education (ECE) Third Party Employment & Payroll Services for Southfield Public Schools, in accordance with the specifications, terms and conditions stated herein. The third-party workers may include, but not be limited to certified teachers, substitute teachers, noon aides, latchkey, maintenance, clerical and administrators. The scope of work will include recruiting, screening, new hire processing, hiring, firing oversight/supervising, worker dispatching and compensation payment for all work and expenses related to the contracted third party working at The District's facilities. The awarded Contractor must obtain criminal background checks and fingerprinting for all contracted ECE Third-Party workers.

All bidders are to submit bids electronically via Bidnet Direct (MITN).

MITN: [Southfield Public Schools Procurement Opportunities on \(MITN\)](#)  
Link: <https://www.bidnetdirect.com/mitn/southfield-public-schools>

If any bidder is unable to submit bids electronically, they should contact Purchasing at 248-746-8519 to make alternative arrangements. Once your bid is submitted in (MITN) email your pdf document to:

Bids@SouthfieldK12.org: Subject Line:  
“ECE THIRD PARTY EMPLOYMENT AND PAYROLL SERVICES”.

Southfield Public Schools is not responsible for any technical difficulties using the bidding website.

It's our intent to award a one (1) year contract to begin, July 1, 2024 through June 30, 2025 with an option for Southfield Public Schools to renew for an additional two (2) years in one (1) year increments.

Proposals will be accepted until **May 10, 2024 2:00 P.M., local time** at which time they will be opened and read aloud remotely via WebEx starting no later than 2:05: P.M. Proposals received after the due date will not be accepted or considered.

WebEx Link: <https://oneoakland.webex.com/meet/jesse.sutton>  
Meeting Number: 472 481 498  
Audio Connection: US Toll +1-415-655-0001

Pre-Bid Meeting There will be a mandatory virtual Pre-bid meeting held on **Tuesday, April 30, 2023 10:00 A.M., local time** at the below address

WebEx Link: <https://oneoakland.webex.com/meet/jesse.sutton>  
Meeting Number: 472 481 498

Audio Connection: US Toll +1-415-655-0001

Meeting Contact: If you have any questions regarding the meeting or the walkthrough contact Jesse Sutton at (248) 746-8519 or [jesse.sutton@southfieldk12.org](mailto:jesse.sutton@southfieldk12.org)

Questions: Material questions will be answered in writing in the form of Addenda and posted on Bidnet Direct (MITN).

The deadline for questions and requests for clarification is **Wednesday May 1, 2023 5:00 P.M., local time.** All questions should be posted the MITN website.

Any representations and/or oral discussions not confirmed by addenda will not be binding upon the District.

Bid Documents: All bidding documents will be available online on the SPS Website ([www.SouthfieldK12.org](http://www.SouthfieldK12.org)) by clicking on Departments / Purchasing / Request for Proposal and the link will take you to the (MITN) website.

Proposal Forms: All Proposals MUST be submitted on the forms provided in this RFP where forms are provided.

Also, all Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the School District and/or any employee of the Contractor and any member of the Board of Education or Superintendent of the Southfield Public Schools.

All proposals must also include the executed form certifying the Contractor's status as a non "Iran Linked Business" as defined by Michigan Public Act 517 of 2012. Proposals that do not include these statements will not be considered or accepted by the Board of Education.

Proposals shall remain firm for a period of 90 days from the bid opening. It is the intent to evaluate proposals and award the RFP no later than May 31, 2024.

The Board of Education reserves the right to accept any item in the proposal, to accept or reject any or all proposals, to waive any part thereof or informalities, or for reasons of establishing uniformity, to award the contract to other than the lowest bidder. The Board reserves the right to split the proposal in any manner deemed to be in the best interest of the School District to include awarding the contract to multiple suppliers.

REQUEST FOR PROPOSAL

ECE THIRD PARTY EMPLOYMENT & PAYROLL SERVICES

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## **SECTION I: INSTRUCTIONS TO BIDDERS**

1. The Southfield Public Schools Board of Education, located at 24661 Lahser, Southfield, Michigan 48033 will be accepting proposals for ECE Third Party Employment & Payroll Services for Southfield Public Schools in accordance to the specifications herein. All Request for Proposals will bind vendors to the conditions and requirements set forth in the following instructions and conditions. Such instructions and conditions shall form an integral part of each purchase contract awarded by Southfield Public Schools.

All bidders are to submit bids electronically via (MITN) and by email. If any bidder is unable to submit bids electronically, they should contact Purchasing at 248-846-8519 to make alternative arrangements.

MITN: [Southfield Public Schools Procurement Opportunities on \(MITN\)](#)

Link: <https://www.bidnetdirect.com/mitn/southfield-public-schools>

Email: [Bids@SouthfieldK12.org](mailto:Bids@SouthfieldK12.org):

Subject Line: ECE Third Party Employment & Payroll Services

All Proposals must be submitted no later than **Friday, May 10, 2024 2:00 P.M., local time.** Any proposals received after that time will not be accepted.

Southfield Public Schools is not responsible for any technical difficulties with the bidder's electronic submission.

It's our intent to award a one (1) year contract to begin, **July 1, 2024 through June 30, 2025** with an option for Southfield Public Schools to renew for an additional two (2) years in one (1) year increments.

2. Proposals must contain in writing all terms and conditions of the offer being made. Verbal representations made before or after proposals are submitted will not be considered.
3. Any and all clarification questions pertaining to this RFP, must be submitted no later than **Wednesday, May 1, 2023 5:00 P.M., local time.**
4. The Board of Education reserves the right to accept any item in the proposal, to accept or reject any or all proposals, to waive any part thereof or informalities, or for reasons of establishing uniformity, to award the contract to other than the lowest bidder. The Board reserves the right to split the proposal in any manner deemed to be in the best interest of the School District.
5. Proposals must meet or exceed all specifications herein. No alteration, erasure or addition is to be made on the original typewritten matter. Any and all deviations from specifications must be clearly detailed on a separate addendum sheet provided by the vendor; otherwise, it will be considered that items offered are in strict compliance with the specifications, and the successful vendor will be held responsible thereof.
6. Southfield Public Schools shall not be responsible for any cost or expense the bidder incurs during the preparation of this proposal.
7. All Proposals MUST be submitted on the forms provided in this RFP where forms are provided.

Also, all Proposals shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the School District and/or any employee of the Contractor and any member of the Board of Education or Superintendent of the Southfield Public Schools.

All proposals must also include the executed form certifying the Contractor's status as a non "Iran Linked Business" as defined by Michigan Public Act 517 of 2012. Proposals that do not include these statements will not be considered or accepted by the Board of Education.

8. Upon selection of the successful vendor, the proposal document will be incorporated into a contract. The Board reserves the right to reject any or all bids.
9. Southfield Public Schools reserves the right to request clarification of information submitted and to request additional information of one or more bidder.
10. Any contract awarded pursuant to this RFP shall not be binding on Southfield Public Schools until all parties have executed a written contract. Any agreement or contract resulting from the acceptance of a proposal shall be on forms supplied by or approved by Southfield Public Schools and shall contain, at a minimum, applicable provisions of the request for proposal. Southfield Public Schools reserves the right to reject any agreement that does not conform to the request for proposal or any of its requirements for agreements and contracts.
11. The firm shall not assign or transfer any interest in the contract without the prior written consent of Southfield Public Schools.
12. No reports, information or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior approval of Southfield Public Schools.
13. All prices shall be extended in decimals, not fractions and rounded to the nearest whole dollar.
14. 

<u>REQUEST FOR PROPOSAL SCHEDULE:</u>	<u>DATES</u>
Request for Proposal requested	November 1, 2023
Pre-Bid Meeting	April 30,2024; 10:00 A.M. Local
Deadline to submit clarifying questions	May 1, 2024; 5:00 P.M. Local
Responses to questions to be posted	May 3, 2024; 2:00 P.M. Local
Proposals due date	May 10, 2024; 2:00 P.M. Local
Tentative Interviews/Presentations	TBD
Tentative Board approval	May 14,2024
Tentative RFP award date	May 15, 2024
Contract start date	July 1, 2024

## **SECTION II: GENERAL TERMS & CONDITIONS:**

### **I. SERVICES TO BE PROVIDED**

**1.1 Scope of Services.** Services provided by Vendor to SPS under this Agreement will be defined by a Scope of Services, developed by SPS. Each Scope of Services, together with this Agreement, constitutes the complete Agreement between the Parties. Each Scope of Services will describe the services to be performed ("Services"), the schedule for the performance of the Services (the "Period of Performance"), any identifiable work product to be delivered by Vendor ("Deliverables"), the fixed price or hourly rate for the Services ("Fees"), and any other terms that apply to that specific Scope of Services ("Special Terms"). Each Scope of Services is effective upon its execution by both Parties and shall be governed by the terms of this Agreement. Except for those Special Terms in the Scope of Services that expressly provide that they take precedence over this Agreement, in the event of a conflict between this Agreement and the terms of a Scope of Services, this Agreement shall govern. Absent the execution of a Scope of Services AND a corresponding authorized Purchase Order, this Agreement does not, in and of itself, represent a commitment by SPS to receive any services from Vendor or pay Vendor any fees.

### **II. COMPENSATION**

**2.1 Fees.** No fees or costs shall be paid by SPS to Vendor, except those reflected in the attached duly executed Scope of Services for Services performed pursuant to an authorized Purchase Order, with all requisite supporting documentation of such Services being performed by Vendor. Further, Vendor acknowledges and agrees that the total amount payable to Vendor is subject to SPS's budgeted amount for such Services during its fiscal year.

**2.2 Invoices.** Vendor shall submit to SPS monthly invoices, by the last day of the month, for Services *performed in the previous billing cycle* electronically to...

**accountspayable@southfieldk12.org**

or via U.S. Mail to the address below:

Southfield Public Schools  
Attention: Accounts Payable  
24661 Lahser Rd  
Southfield, MI 48033

Invoices shall: 1) itemize all costs, including quantities; 2) reference a Purchase Order number; 3) identify any discounts offered to SPS (e.g., discounts for early payment, etc.); 4) outline all Services performed during the applicable billing cycle in detail. (Dates of Services must also be included, listing each date Services occurred.); and 5) provide any and all supporting documentation that verifies the delivery of such Services. Backup documentation must correspond with and be attached to each invoice submitted. See Attachment A for a sample of documentation that can verify the delivery of services. (It is solely *Vendor's responsibility* to keep sign-in sheets for all group and individual sessions with staff, students or parents. The sign-in-sheets for each session must show: (i) the date of the session; (ii) original signatures of the attendees; and (iii) the signature of an SPS official attesting to the fact that the session was in fact conducted by the Vendor. **NO COPIED SIGNATURES WILL BE ACCEPTED.** Copies of these sign-in sheets must accompany each invoice.) *Failure to comply with this Paragraph 2.2 will result in the invoice being rejected.* See Attachment B for the form of sign in sheet(s) to be submitted with invoices.

SPS shall pay invoices for Services satisfactorily performed within thirty (30) days after SPS receives an invoice from Vendor that meets the criteria listed above. ***The thirty (30) day period shall not begin until SPS receives an undisputed invoice, at the address provided, and that fully meets the listed criteria.***

**2.3 Disputed Fees.** Section VIII (Disputes) shall govern any disputes over any fees related to this Agreement. SPS shall not be required to pay the disputed portion of any fees (which may include the entire amount of fees claimed to be owed) until the dispute is resolved; provided that (i) SPS continues to pay any undisputed amounts consistent with this Agreement, and (ii) Vendor continues to provide all Services and otherwise perform its obligations under this Agreement. Nonpayment by SPS of disputed amounts shall not constitute a breach of SPS's obligations regarding payment to Vendor, or otherwise be considered a basis for termination of this Agreement.

### **III. REPRESENTATIONS AND WARRANTIES**

**3.1 SPS's Representations and Warranties.** SPS represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying on such representations and warranties to enter into this Agreement and complete the transactions contemplated:

**(a) Organization and Good Standing.** SPS is duly organized, validly existing and in good standing under the laws of the State of Michigan and is duly authorized to do business in the State of Michigan.

**(b) Power and Authorization.** SPS has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required by SPS through its officers, directors, or administrators for the authorization, execution and delivery of this Agreement, and the performance by SPS of its obligations hereunder have been taken. This Agreement, when executed and delivered along with a duly executed Scope of Services, shall constitute the legal and binding obligation of SPS in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws generally relating to or affecting creditors' rights hereafter in effect.

**(c) No Conflict or Breach.** The execution, delivery and performance by SPS of its obligations under this Agreement will not result in any violation of, be in conflict with, or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon SPS, or result in the creation of any mortgage, pledge, lien, encumbrance, or charge upon any of its properties or assets.

**3.2 Vendor's Representations and Warranties.** Vendor represents and warrants to SPS as follows and acknowledges that SPS is relying on such representations and warranties to enter into this Agreement and complete the transactions contemplated:

**(a) Organization and Good Standing.** Vendor is duly organized, validly existing and in good standing under the laws of the State of Michigan and is duly authorized to do business in the State of Michigan.

**(b) Power and Authority.** The Vendor has all requisite power to enter into this Agreement and to carry out and perform its obligations hereunder. All action required on the part of the Vendor and its officers, and agents for the authorization, execution and delivery of this Agreement and the performance



by the Vendor of its obligations hereunder have been taken. This Agreement when executed and delivered along with a duly executed Scope of Services, shall constitute the legal and binding obligations of the Vendor in accordance with its terms, subject to (a) judicial principles respecting election of remedies or limiting the availability of specific performance, injunctive relief and other equitable remedies and (b) bankruptcy, insolvency, reorganization, moratorium or other similar laws generally relating to or affecting creditors' rights hereafter in effect.

**(c) No Conflict or Breach.** The execution, delivery and performance by the Vendor of its obligations under this Agreement will not result in any violation of, be in conflict with, or constitute a default under, in any material respect, any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation binding upon the Vendor, or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of its properties or assets.

**(d) No Debarment, Pending Governmental Action or Record of Violations.** Vendor has not been debarred by either the federal, state, or any local unit of government from providing Services, nor is it currently the subject of any debarment or similar proceedings. Vendor has no record of violation of any federal, state or local government's procurement, contracting, or ethics rules.

**(e) Conflicts; No Undue or Improper Influence or Inducement.** Vendor has disclosed in writing any existing conflicts of interest involving SPS, and will disclose in writing to SPS any conflicts that arise during the term of this Agreement. Vendor represents and warrants that it has not and will not offer to SPS or any of SPS's Board members and/or employees any unlawful inducement, prohibited benefit, or improper incentive to enter into this, or any other agreement with SPS.

**3.3 Performance of Services.** The Services will be performed in a diligent manner in accordance with industry practices, by individuals of suitable training and skill. Vendor has and will maintain throughout the term of this Agreement, all licenses, permits, authorizations and approvals necessary for the lawful conduct of its business.

**3.4 False Statements.** No representation or warranty by either SPS or Vendor contained in this Agreement contains any untrue statement or omission that amounts to a statement of a material fact that is misleading or false.

**3.5 Disclaimer of Warranties.** EXCEPT AS (1) EXPRESSLY SET FORTH IN THIS AGREEMENT, AND (2) WITH RESPECT TO VENDOR ONLY, AS SET FORTH IN THE SPECIAL TERMS OF A SCOPE OF SERVICES, NEITHER SPS NOR VENDOR MAKES ANY OTHER REPRESENTATION OR WARRANTY REGARDING THE SERVICES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

#### **IV. TERM AND TERMINATION**

**4.1 Term.** This Agreement commences on the Effective Date, as defined herein, and shall remain in effect so long as a Scope of Services between the Parties is in effect, or until otherwise terminated under Paragraph 4.2 (Termination).

**4.2 Termination.**

(a) SPS may suspend services for a period of time and/or terminate this Agreement, any Scope of Services, and/or any Purchase Order hereunder without cause by providing at least sixty (60) days written notice of such suspension/termination to Vendor.

(b) Either Party may terminate this Agreement, any Scope of Services, and/or any Purchase Order for cause upon breach by the other Party, which breach remains uncured fourteen (14) days after written notice describing such breach is given to the breaching Party.

(c) This Agreement, any Scope of Services, and/or any Purchase Order may be terminated immediately by a Party upon (i) the commission of an illegal act, unethical practice, or violation of public policy, including theft or embezzlement, by the other Party; (ii) conduct by the other Party that may adversely affect a Party, as determined by such Party in its sole discretion, (iii) unavailability of funds to cover the services being provided under the Agreement or (iv) the filing of bankruptcy by either Party. Further, SPS may terminate this Agreement, any Scope of Services, and/or any Purchase Order immediately upon the substantial failure of Vendor to perform the Services that it is obligated to perform hereunder in a timely manner or breach by Vendor of the provisions of Section VI (Confidentiality).

(d) Upon the expiration or termination of this Agreement, any Scope of Services, and/or any Purchase Order for any reason, Vendor will cooperate with SPS in the orderly completion or transfer of Services and return of all SPS data and information, including any work in progress. Vendor will recover, as its sole remedy, payment for Services satisfactorily completed prior to such expiration or termination and not previously paid for by SPS. Vendor waives and forfeits **all** other claims for payment including, without limitation, anticipated profits or revenue or other economic loss arising out of or resulting from such termination or expiration.

(e) Suspension or termination of this Agreement serves to similarly suspend or terminate all associated Scope of Services and Purchase Orders between the Parties.

## V. CONFIDENTIAL INFORMATION

**5.1 Standard of Care.** Vendor acknowledges that it may receive or have access to SPS's "Confidential Information", as that term is defined below. Vendor shall prohibit unauthorized use and shall not disclose or otherwise make available SPS's Confidential Information to any third party without the prior written consent of SPS. Authorized use by Vendor is limited to its officers, employees, and The Contractors who need access to the Confidential Information to perform Vendor's obligations to SPS, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section. Further, Vendor shall comply with all confidentiality-related guidelines, standards and law applicable to SPS. Vendor agrees to immediately notify SPS in the event Vendor becomes aware of any loss or unauthorized disclosure of SPS's Confidential Information.

**5.2 Confidential Information.** "Confidential Information" *means* any information related to the business, personnel and operations of SPS, or the schools within SPS's district that may be obtained by Vendor during the term of this Agreement. Confidential Information includes, but is not limited to, business affairs, operation manuals, financial and accounting data, data and information concerning students, contracts, intellectual property, proprietary information and other operational information. Confidential Information shall not include anything that Vendor can document: (i) was generally available to the public

at the time it was received by Vendor, (ii) was known to Vendor, without restriction, at the time of disclosure, or (iii) was independently developed by Vendor without any use of the Confidential Information.

**5.3 Return of Confidential Information.** Upon expiration or termination of this Agreement, Vendor shall promptly return to SPS all Confidential Information, or at SPS's option, Vendor shall destroy the Confidential Information.

**5.4 Criminal History Background Checks.** In compliance with MCL §380.1230 through MCL §380.1230h, MCL §1535a, and MCL §380.1539b, Vendor consents and agrees to SPS conducting criminal history background checks on any or all of the Vendor's employees, The Contractors, or agents as required under state law. Vendor agrees to provide all information SPS requires in order to assist with the process of obtaining the necessary clearances for Vendor personnel who will be working on site, including requiring such personnel to provide finger prints for such checks. SPS reserves the right to require Vendor to pay fees for criminal history records checks for personnel assigned to work under this Agreement.

**5.5 Public Releases.** All releases of reports, papers, data, or other documents or information in any way related to the services provided under this Agreement shall be subject to review and written approval by SPS prior to its release for publicity or any other purpose.

## VI. AUDITS

**6.1 General.** Upon reasonable notice from SPS, Vendor shall provide SPS and its agents access to information and personnel, as well as any assistance reasonably required, to verify Vendor's performance of the Services under this Agreement and enable SPS to confirm Vendor's compliance with this Agreement and applicable law, including but not limited to, the security of SPS's Confidential Information.

**6.2 Cooperation and Record Retention.** Vendor agrees to maintain accurate books and records in connection with Vendor's performance of the Services outlined herein. Unless returned to SPS, upon its written request, all such books and records (including, without limitation, all papers, correspondence, data, information, reports, records, receipts, and other sources of information relating to the Services and Fees paid to Vendor) will be held and preserved for the duration of this Agreement and for a period of six (6) years after the expiration or termination of this Agreement. Vendor shall make such books and records available to SPS at SPS's request. Further, Vendor shall, and shall cause its agents, employees and The Contractors to provide SPS with all assistance required to enable SPS to comply with applicable law and standards pertaining to the disclosure and confidentiality of such books and records.

## VII. INDEMNIFICATION, DAMAGES, INSURANCE

**7.1 Indemnification.** Vendor shall indemnify and hold harmless SPS and SPS's employees, agents, directors and officers against all claims, demands, and causes of action arising out of or resulting from: (i) the failure of Vendor or any of its agents, employees or The Contractors, to comply with the terms of this Agreement or any applicable law; or (ii) any injury, loss, claim or damages arising from the actions or omissions of Vendor or an agent, employee, director, officer or The Contractor of Vendor. Vendor's indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by SPS.

**7.2 Limitation of Liability; No Special Damages.** Notwithstanding any other provision of this Agreement, SPS shall not be liable to Vendor for any damages for loss of profits, revenues, goodwill, anticipated savings or data, the cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Scope of Services. Nothing in this Agreement shall be construed as a waiver of

governmental immunity, where applicable. No such limitation upon Vendor's liability for damages shall exist unless expressly set forth in the Special Terms of the Scope of Services.

### **7.3 Insurance.**

(a) At all times during the term of this Agreement, Vendor and its subcontractors shall procure and maintain, at its sole cost and expense, the following types and amounts of insurance coverage issued by an insurance company reasonably acceptable to SPS:

- (1) **Commercial General Liability Insurance:** On an "Occurrence Basis" with limits of liability not less than \$1,000,000 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 Vendor's Coverage; D) Broad Form General Liability Extensions or equivalent; E) Deletion of all Explosion, Collapse and Under group (XCU) Exclusions, if applicable.
- (2) **Workers' Compensation including Employer's Liability Coverage:** \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Michigan law.
- (3) **Motor Vehicle Liability:** If Vendor, or its employees, will use motor vehicles to satisfy its responsibilities, then Vendor 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 an insurance coverage furnished by Vendor is on a "claims made" basis, Vendor shall continue the coverage required under this Agreement for a minimum period of three (3) years after the expiration or termination of the Agreement.

(b) Vendor shall include the following as Additional Insured: The Southfield Public Schools, including its elected and appointed officials, employees, and volunteers.

(c) Upon request by SPS, Vendor shall provide SPS with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 7.3. Such certificates of insurance shall not be materially amended or cancelled without thirty (30) days prior written notice to SPS; provided that, prior to such cancellation, Vendor shall have new insurance policies in place that meet the requirements of this Paragraph 7.3.

(d) If it is determined that any insurance required under this Section VII exceeds the maximum limits permitted under applicable law, it is agreed that said insurance requirements shall automatically be amended to conform to the maximum monetary limits permitted under such law and that Vendor's insurer has no right of subrogation against SPS.

(e) The required coverage as described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Notice of Cancellation, Non-Renewal, Reduction and/or Material change shall be sent to:

Southfield Public Schools  
22661 Lahser  
Southfield, MI 48033

Attn: Purchasing

If such insurance is not in force, Southfield Public Schools may, at its option, terminate and cancel the contract.

## VIII. DISPUTES

**8.1 Informal Dispute Resolution.** SPS and Vendor will attempt to settle any dispute through informal good faith negotiations. The dispute will be escalated to appropriate senior level management of the parties, if necessary. If the dispute is unresolved within ten business days of a Party providing a written Notice of Dispute (or any other mutually agreed upon timeframe), the Parties will undertake non-binding mediation as described below in a good faith attempt to resolve such dispute.

**8.2 Mediation.** There will be a single mediator. If the Parties cannot agree upon an acceptable mediator within ten (10) business days after negotiations under Paragraph 8.1 are terminated, each Party will select one mediator from a list of not less than five (5) mediators provided by the other Party. These two (2) mediators will select a third (3<sup>rd</sup>) mediator who will serve as the sole mediator. Subject to the availability of the mediator, the mediation will occur not more than thirty (30) days after the request for mediation. The mediation process will continue until the dispute (or any part thereof) is resolved or until such time as the mediator makes a finding that there is no possibility of resolution short of referring the Parties to final and binding arbitration. The mediation will be held in person, in Southfield, Michigan, unless the mediator, on his or her own initiative, wishes to conduct any mediation proceeding by other means of communication. The Parties agree that the mediator is acting in a neutral capacity and is not serving as an attorney, advocate, representative or fiduciary for either or both of them. The cost of mediation, including the mediator's fees and expenses, will be shared equally by the Parties. Each Party will have the right to be represented by attorneys of their own choosing to advise them before and during the mediation process and their attorneys may review any settlement agreement, or other agreement, which the Parties have reached through mediation, prior to the execution of such agreement. Each Party will pay its own attorney's fees and costs. In connection with the mediation process, the mediator may meet in confidential "caucus" sessions separately with each Party. The mediator will be obligated to treat as confidential and refrain from disclosing to the other Party or its counsel any information conveyed to the mediator during the caucus sessions unless the party conveying such information authorized the mediator to disclose it to the other Party.

**8.3 Binding Arbitration.** Should any dispute (or part thereof) remain between the Parties after completion of the mediation process described in Paragraph 8.2, such dispute will be submitted to final and binding arbitration in Southfield, Michigan under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except to the extent that the AAA Rules are contrary to the specific terms of this Paragraph 8.3. At the election of SPS, the arbitration may be done privately and not under the auspices of the AAA, although the AAA rules shall still otherwise govern except as herein stated. There will be three (3) arbitrators. Each Party will select one (1) arbitrator. The two (2) arbitrators selected by the Parties will select a third (3<sup>rd</sup>) arbitrator. At least one (1) of the arbitrators will have at least five (5) years of relevant experience. Each Party may be represented by an attorney. The costs of the arbitration, including the arbitrators' fees and expenses, will be shared equally by the Parties. Each Party will pay its own attorney's fees and costs; provided that, if the arbitrators find either Party has acted in bad faith, the arbitrators will have discretion to award attorneys' fees to the other Party. No Party may raise new claims against the other Party in the arbitration not raised during mediation. The arbitrators will have the power to resolve all disputes between the Parties. The arbitrators will apply the law of the state of Michigan. The

arbitrators will only interpret and apply the terms and provisions of the Agreement and will not change any such terms or provisions or deprive either party of any right or remedy expressly or impliedly provided for in the Agreement. The arbitrators will not have the power to award damages other than those described in the Agreement. The determination of a majority of the arbitrators will be conclusive upon the Parties and will be non-appealable. At least thirty (30) days before the arbitration is scheduled to commence, the Parties will exchange lists of witnesses and copies of all exhibits intended to be used in arbitration. The Parties will be entitled to limited discovery. A stenographic record of the proceedings will be kept at the equal expense of the Parties, unless waived by both Parties. The arbitration will be completed within one hundred twenty (120) days of selection of the third (3<sup>rd</sup>) arbitrator. The arbitrators will render a written decision, which contains findings of fact and conclusions of law, within thirty (30) days of the conclusion of the arbitration and will specify a time within which the award will be performed. Judgment upon the award, including specific enforcement of the decision, will be entered in any court of proper jurisdiction. The Parties have knowingly chosen arbitration as an alternative to proceedings in court and they specifically waive their rights to proceed by any means before a court otherwise having jurisdiction of any dispute between them, except to the extent necessary for injunctive relief or other equitable relief.

## **IX. GENERAL PROVISIONS**

**9.1 Independent Contractor.** The Services of Vendor are as an independent The Contractor. Nothing contained in this Agreement shall be deemed to constitute a partnership, agency, joint venture, or employment agreement between the Parties for any purposes, including, without limitation, for federal income tax purposes. Vendor assumes full responsibility for the payment of wages, salaries, and other amounts due to all persons engaged by Vendor in connection with the Services performed hereunder, and Vendor will be responsible for all taxes, including Social Security, unemployment and withholding taxes, with respect to such persons.

**9.2 Tax Exempt Status.** Vendor acknowledges that SPS is a tax-exempt entity. Vendor may not use any SPS facility for any unauthorized purpose and will not act in any way that might jeopardize SPS's tax-exempt status.

**9.3 Entire Agreement and Amendments.** This Agreement (including the Scope of Services and its attachments), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, negotiations, representations, discussions and understandings between the Parties. This Agreement may be amended only by a written instrument executed by each Party.

**9.4 Governing Law.** This Agreement shall be construed and interpreted under the laws of the State of Michigan without giving effect to other conflicts of laws or principles thereof.

**9.5 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**9.6 Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto. No Party to this Agreement may assign its rights under this Agreement to any other person without obtaining the written permission of the other Party in advance.

**9.7 No Third-Party Beneficiaries.** No provision of this contract shall be for the benefit of any party other than the Vendor and SPS. Nothing expressed or referred to in this Agreement is intended or shall be

construed to give any person other than the Parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect to this Agreement; it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assigns.

**9.8 Expenses.** Each Party shall bear its own expenses incurred in connection with this Agreement and with the performance of its obligations hereunder.

**9.9 Notices.** All written notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement shall be personally delivered with receipt obtained, or mailed by overnight mail or registered or certified first-class mail, return receipt requested, addressed as follows:

If to Vendor:

[VENDOR'S NAME]  
[VENDOR'S ADDRESS]  
[VENDOR'S EMAIL]

If to SPS:

Southfield Public Schools  
Attention: Legal Department  
24661 Lahser Rd  
Southfield, MI 48033

All Notices shall be deemed given on the day when hand delivered or, if mailed, on the day following the day of mailing. Either Party to this Agreement may change its address for the receipt of Notices at any time by giving Notice to the other Party as provided in this Paragraph.

**9.10 Compliance with Laws.** Vendor's actions and performance of Services shall be in full compliance with all applicable federal, state and local laws, rules, regulations and standards, including all SPS policies and procedures, and all laws applicable to SPS's operations, or to which SPS is otherwise bound. The Parties agree to comply with all laws, rules, and regulations applicable to this Agreement or the performance of work hereunder. If either Party is required to pay any fine or penalty resulting from the other Party's violation of such laws, rules or regulations, the Party who committed the direct violation shall immediately reimburse the other for any such payment.

**9.11 No Waiver.** No waiver by either Party of any of the terms, provisions or conditions of this Agreement shall be effective unless the waiver is in writing and signed by an authorized representative of both Parties.

**9.12 Severability.** In the event any provision of this Agreement is inconsistent with or contrary to any applicable law, rule, or regulation, the provision shall be deemed to be modified to the extent required to comply with the law, rule, or regulation, and this Agreement, as so modified, shall continue in full force and effect.

**9.13 Headings.** Headings are included for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

**9.14 Further Assurances.** Each Party promptly shall cause to be taken, executed, acknowledged or delivered all such further acts, conveyances, documents and assurances as any other Party from time to time reasonably may request in order to carry out and effectuate the intent and purposes of this Agreement.

**9.15 Survival.** Sections V through VIII and Paragraphs 9.4 and 9.15 shall survive termination of the Agreement and any Scope of Services incorporated within it. Except as otherwise expressly provided in this Agreement, this Paragraph 9.15 does not limit or exclude any rights or obligations that may survive termination under the laws of the State of Michigan or at common law.

**9.16 Withdrawal of proposals.** Any vendor may withdraw their proposal at any time prior to the opening of proposals. All proposals shall remain firm for acceptance for a period of 90 (ninety) days beyond the proposal opening. The awarded vendor shall honor the proposal pricing throughout the contract period.

**9.17 Disclosure.** The proposals and supporting materials become the property of Southfield Public Schools and are subject to public access according to the Freedom of Information Act, MCL 15.231 et. Seq.

**9.18 News Releases.** Vendors will at no time make any news or advertising releases pertaining to the proposal document for any purpose without the prior approval of, and in coordination with, Southfield Public Schools.

**9.19 Execution of Contract.** The contract entered into by the parties shall consist of all parts of this Request for Proposal including specification, drawings, if any, including all modifications thereof, any addenda, the proposal submitted by the vendor, the purchase order, all of which shall be referred to collectively as the Contract Documents.

**9.20 Smoking/Alcohol on School Premises.** Smoking, the use of tobacco products or alcohol shall not be permitted on the school property at any time.

**9.21 Firm Price.** Prices quoted by the vendor shall be firm and not subject to increase during the term of any contractual agreement between Southfield Public Schools and the Successful Bidder as a result of this proposal document. Should the price of any components covered under this agreement decrease after the award of the contract but prior to services, the cost to Southfield Public Schools shall reflect that decrease.

**9.22 Open Procurement.** Southfield Public Schools reserves the right to accept any item or group of items proposed in any response. Southfield Public Schools reserves the right to purchase more or less of each item or service at the unit price offered in the bidder's response and will discuss such decisions with all parties involved. Southfield Public Schools reserves the right to negotiate with vendors regarding variations to the original proposal(s), which may be in the best interest of Southfield Public Schools.

In the event that the vendor markets materials/products/services that is newer, less expensive, or better suited to the needs of Southfield Public Schools after the date of the contract pursuant to this RFP document, Southfield Public Schools shall have the right to cancel any portion of the service under that contract and be granted a credit towards the purchase price of any such newer materials/products/service, as herein specified. The vendor shall provide Southfield Public Schools with timely notice of the availability of such newer materials/products/service.



**9.23 Equal Employment Opportunity/Anti-discrimination.** The Successful Bidder hereby agrees to comply with all federal, state and municipal equal opportunity and anti-discrimination guidelines and regulations, and covenants that neither the bidder nor any subcontractors will discriminate against an employee or applicant for employment with respect to hire, tenure terms, conditions or privileges of employment, or in a manner directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or disability. Failure on the part of the Successful Vendor to comply with said guidelines and regulations shall, upon reasonable notice, constitute grounds for Southfield Public Schools to revoke and otherwise terminate the contract and all obligations of the School District thereunder.

**9.24 OSHA/MIOSHA.** The Successful Bidder shall abide by all OSHA/MIOSHA Local, State, Federal and Owner's Safety Requirements.

**9.25 Southfield Public Schools Right to Complete.** In the event The Contractor shall fail, neglect, or refuse to perform any and all services under this Contract, Southfield Public Schools may perform such duties under the Contract and charge The Contractor, or deduct the amount from subsequent payments. In addition, Southfield Public Schools reserves the right to "contract out" for failed services and charge The Contractor for the services rendered.

**9.26 Assignment of Contract.** The Contractor shall not assign, transfer, or dispose of the Contract or any part thereof without the written consent of Southfield Public Schools.

**9.27 Michigan Right to Know/Hazardous Material Law.** It is The Contractor's responsibility to comply with the Michigan Right to Know/ Hazardous Material Law. All cleaning material containers must be properly labeled. The Contractor is to provide Southfield Public Schools with the following information:

- A. Material Safety Data Sheets (MSDS) on all chemicals your company provides and uses in a Southfield Public Schools building.
- B. An inventory of the types of chemicals used, their purpose, and their location in the building.
- C. All cleaning material containers must be properly labeled.

**9.28 Michigan's School Safety Initiative.** The Contractor shall not employ, and shall not subcontract with a subcontractor of any degree that employs, an individual required to be registered under Article 2 of 1994 PA 295, as amended, who will be assigned to work within a student safety zone, as that term is defined in 1994 PA 295, as amended. Further, any and all personnel of The Contractor, or any subcontracted personnel thereof of any degree, assigned to regularly and continuously work under contract, as that term is defined by 2006 PA 84, in any of The District's schools or those schools of an DISTRICT constituent district served by The Contractor pursuant to this Agreement shall be produced for fingerprinting and identified by name, in writing, upon execution of this Agreement or as soon thereafter as that personnel is identified, so that The District is able to request from the Criminal Records Division of the Department of State Police (1) a criminal history check and (2) a criminal records check through the Federal Bureau of Investigation on that personnel and receive from the Department of State Police reports concerning the same. The Contractor shall pay the cost of each criminal check performed related to this Agreement and any subcontract to this Agreement of any degree. Neither The Contractor nor subcontractor thereof of any degree shall assign any individual, and The District shall not allow any individual, to regularly and continuously work under contract in any of The District's schools or in the schools of a constituent district of The District that is being served by The Contractor pursuant to this Agreement if the reports on an

individual's criminal history or criminal records check have not been received or if those checks would disclose or do disclose that individual has been convicted of a "listed offense" as that term is defined in Section 2 of the Sex Offenders Registration Act, 1994 PA 295, as amended, or which disclose that individual has been convicted of a felony other than a "listed offense" unless the Superintendent and the Board of The District each specifically approve of the work assignment in writing. Additionally, The Contractor agrees that it shall not assign any of its employees, agents or other individuals to perform, and shall not permit any of its subcontractors to assign personnel to perform, any services under this Agreement where such individuals would regularly and continuously work in The District if such person has been convicted of any of the following offenses:

- A. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- B. Any felony other than "listed offenses", provided that with prior written approval of the Superintendent of The District and of its Board to which such a person has been assigned, an individual regularly and continuously providing services under this Agreement at The District school may be permitted to perform such services when, in the sole judgment of the Superintendent and Board such individual's presence will not pose a danger to the safety or security of The District's students or employees; or
- C. Any offense that would, in the judgment of the Board create a potential risk to the safety and security of students served by The District or the employees thereof; or
- D. Any offense enumerated in Sections 1535a(1) or 1539b of the Revised School Code, MCL 380.1535a(1) or MCL 380.1539b; or
- E. Any offense of a substantially similar enactment of the United States, another State or a political subdivision of Michigan or another State.

Any personnel of The Contractor or of the subcontractors thereof of any degree that have been charged with any of the above-referenced crimes shall immediately report that circumstance to The District's superintendent and shall not be permitted to work in any of the schools of The District pursuant to this Agreement during the pendency of the prosecution associated with such charge(s). The District reserves the right to refuse The Contractor's assignment of any individual, agent or employee of The Contractor or subcontracted personnel of any degree to render services under this Agreement where the criminal history of that individual (including any pending charges) indicate, in The District's judgment, unfitness to perform services under this Agreement. Violation of the above by The Contractor or a subcontractor thereof shall be a basis for immediate termination of this Agreement. The Contractor shall require language similar to the above in all of its agreements and/or contracts with its consultants, subcontractors, suppliers and material of any degree.

In addition to the provisions of this contract clause, The Contractor shall be obligated to undertake every necessary effort to assist The District in complying with statutorily required criminal checks and reporting requirements concerning The Contractor's employees and subcontractors of any degree, including but not

limited to assistance and compliance with all related statutorily required reporting requirements.

During any periods during which background checks are being obtained for individuals assigned to regularly and continuously work under contract in The District to the extent reasonable, The Contractor shall make such individuals available to work remotely until such background checks are completed.

In the event an individual assigned to regularly and continuously work under this Agreement is to be replaced by The Contractor for a period of more than one day, The Contractor shall immediately notify The District of the same. Any such replacement personnel shall be governed by the obligations of this provision.

To the extent applicable law related to criminal checks and reporting requirements concerning The Contractor's employees and subcontractors is amended, The Contractor agrees that it shall fully abide by, comply with and assist The District in The District's compliance with such amendments. To that end the parties shall meet and negotiate any changes necessary to bring this contractual provision into compliance with such anticipated future amendments.

**9.29 The Contractor Personnel List.** The Contractor shall provide Southfield Public Schools, and keep current, a list of all personnel or any subcontracted employees by name, title, and address for staff who are under the employee of The Contractor and assigned to work at Southfield Public Schools. In addition, each individual that is subject to the school safety requirements and is assigned to work at Southfield Public Schools shall complete the Registry of Education Personnel form or The District's required forms prior to beginning work. The Contractor must report to Southfield Public Schools all changes to personnel that are assigned or work at Southfield Public Schools.

**9.30 Contract Duration.** This is a one (1) year fixed contract from **July 1, 2024 through June 30, 2025, with options for Southfield Public Schools to renew in one (1) year increments for an additional two (2) years.** Southfield Public Schools will notify The Contractor, in writing, no less than 60 calendar days prior to the end of each contract period of their intent not to exercise the next option period.

**9.31 Sole Bidder.** If only one bid is received in response to the RFP, a detailed cost proposal, if requested by Southfield Public Schools will be required of the single bidder. A cost/price analysis and evaluation and/or audit shall be performed of the cost proposal in order to determine if the price is fair and reasonable.

**9.32 Valuation and Award Process / Bid Packet Order.** The selection of the proposals submitted may be based on, but not limited to, the following criteria:

- A. Compliance to proposal submission instructions (required forms, etc.)
- B. Scope of Services Section V questionnaire
  - a. Knowledge of applicable laws and regulations that govern intermediate school districts and K-12 school districts in the State of Michigan.
  - b. Experience with providing employment and payroll services to K-12 school districts.

- c. Recruitment process
  - d. Personnel screening process
  - e. Payroll and Benefits processes
  - f. Experience operating or managing employment and payroll services in Michigan.
- C. Detailed plan of services to be provided.
- D. Invoicing, accounting and payment processes
- E. Onboarding / vendor handoff plan
- F. Price

**SECTION III: SPECIFICATIONS**

**SCOPE OF SERVICES No. 1**

The Southfield Board of Education is accepting proposals to provide ECE Third Party Employment & Payroll Services for Southfield Public Schools, in accordance with the specifications, terms and conditions stated herein. The third-party workers may include, but not be limited to certified teachers, substitute teachers, lead teachers, associate teachers (CDA), early child care (ECE), noon aides, latchkey, maintenance, clerical and administrators. The scope of work will include recruiting, screening, new hire processing, hiring, firing oversight/supervising, worker dispatching and compensation payment for all work and expenses related to the contracted third party working at The District’s facilities. The awarded Contractor must obtain criminal background checks and fingerprinting for all contracted third-party workers.

**I. SERVICES & PERIOD OF PERFORMANCE**

- a) **Category of Services:** - Third Party Employment & Payroll Services
- b) **Period of Performance:** - This is a one (1) year fixed contract from **July 1, 2024 through June 30, 2025**, with options for Southfield Public Schools to renew in one (1) year increments for an additional two (2) years. Southfield Public Schools will notify The Contractor, in writing, no less than 60 calendar days prior to the end of each contract period of their intent not to exercise the next option period.
- c) **Location of service to be performed:** Location specified in last column.

	<b><u>School / Site</u></b>	<b><u>Location</u></b>	<b><u>Selected Location</u></b>
1	Bussey Center for Early Child Education	24501 Fredrick St., Southfield, MI 48033	X

**d) Summary of Services to be performed:**

In addition to the above, services and responsibilities The Contractor shall include, but not be limited, to the following:

- A. The Contractor, as a minimum, must achieve and maintain the performance outcomes as specified in the RFP consistent with performance standards agreed to by Southfield Public Schools’ staff through a contract resulting from this RFP.
- B. Services shall conform to the standards of care and practice, using all of the methods and operations of best standards and accepted practices of the profession involved and shall include all work required for completion of the services.
- C. All services shall be executed by licensed personnel, as required by state law, school district requirements and school safety legislation initiatives. The personnel performing said service shall be qualified, certified and competent to perform the services assigned to them and that the performance. Recommendations and guidance of such personnel shall reflect their best professional knowledge and judgment.
- D. The Contractor shall furnish contracted third-party personnel who are qualified pursuant to the Michigan Revised School Code, as it may be amended from time to time and with rules promulgated under such code. The Contractor shall not employ any contracted third-party employee to work in The District who would be ineligible for employment by The District.
- E. The Contractor will use The District’s job classifications and salary in order to avoid confusion of payment.

- F. The District will be obligated to pay The Contractor for services rendered only until the time The Contractor is notified that an employee is to be no longer compensated. Any erroneous payments made by The Contractor to an individual for any reason shall not be reimbursed by The District.
- G. The Contractor shall not be eligible for any fee if any person assigned to The District under this contract is subsequently hired by The District through a competitive hiring process. The District reserves the right to hire any worker(s) directly while the person was assigned to district under this contract.
- H. Any third-party personnel assigned to The District prior to the expiration date of the current contract that preceded this one may continue to be used until the end of their assignment if the original contract price is extended. When these continued assignments end or when the specific individuals assigned are no longer available, all further assignments shall be made under the new contract.
- I. The District is not responsible for any benefits of the third-party employee. The District is not responsible for the payment of safety, special training or other certifications required by The District. The Contractor shall provide said requirements at The Contractor's expense. The Contractor shall provide copies of these certifications to The District prior to acceptance of the contract employee. This requirement may or may not be waived based on the funding source.
- J. The contract employee will follow the rules and regulations of the regular paid employee of The District.
- K. The contract does not limit The District's ability to contract separately for other work not included in this contract.
- L. The Contractor shall provide the Department of Human Resources a quarterly, semi-annual or annual usage report, if requested by The District, showing the total number of days filled for each personnel category included in the contract. The report is due within thirty (30) days following the end of the requested period.
- M. The Contractor shall follow the guidelines of this contract and keep The District informed of any changes that need to be made in a prompt manner. The Contractor shall not charge the District for payment of any holiday, sick or vacation time for contracted employees without prior approval. This requirement may or may not be waived based on the funding source.
- N. Expenses borne by The Contractor for contract substitutes who are deemed, in the sole opinion of The District, to be unsuitable and are rejected within the first full day of work shall not be charged to The District's account.
- O. Expenses borne by The Contractor for contract employees failing any of the required tests shall not be charged to The Districts' account. This requirement may or may not be waived based on the funding source.
- P. Failure by The Contractor to promptly and accurately compensate contract employees shall be considered a material breach of this Agreement.
- Q. The District reserves the right to assign a non-traditional workday or workweek schedule as specifically designed by The District for a particular jobsite or division (i.e. substitute teachers, latchkey, coaches, custodians, etc.). Some contract employees may be required to work either day or night shifts, weekends, holidays and/or whenever is necessary. The District reserves the right to change the scheduled workweek from week to week if needed.
- R. Employee overtime, holiday, sick or vacation pay is not allowed under this contract unless prior approved. Contracted employees shall only be provided straight-time pay. This requirement may or may not be waived based on the funding source.
- S. Contracted substitutes shall have a standard eight (8) hour workday unless directed otherwise by The District. Teachers shall work according to The District's schedule. Standard workday total hours can vary based on the job classifications. This requirement may or may not be waived based on the funding source.

- T. All contract employees may be required to utilize a time clock or any other recording methods normally utilized by The District. Failure to responsibly utilize these methods, if required by The District, may result in disciplinary action or non-payment.
- U. The Contractor shall not invoice The District for any contract third-party employee that did not work on a holiday unless prior approved. The District shall pay for each contract employee that did work on a holiday the regular straight time hourly rate for the shift only if approved in advance by The District. This requirement may or may not be waived based on the funding source.
- V. Each job classification has been assigned a designated pay rate which The Contractor shall utilize as the wage to paid to the contract employee.
- W. The District reserves the right to adjust base pay rates as it deems fit. Said adjustments will be provided to The Contractor in writing.
- X. Contract employees are not entitled to any incentive programs or benefits received by The District employees unless otherwise stated in specific program contracts.
- Y. The Contractor shall be responsible for the payment of all wages and wage attachments. The Contractor shall also be responsible for the employees' share of all applicable taxes, unemployment, worker's compensation, as well as any fringe benefits, bonding fees and liability insurance.
- Z. The standard pay period for payroll accounting purposes shall be negotiated with the school district.
- AA. Athletic coaches are prohibited from being employed in any other capacity within the same district during the same time period.
- BB. The Contractor may or may not choose to provide fringe benefits to the contract employees.
- CC. If the Contractor chooses to provide fringe benefits to the employees, then The Contractor's portion of the cost to provide such packages shall not be contained in The Contractor's labor rate multiplier. As a part of the onboarding package, contracted employees need to sign a document that indicates their acceptance/refusal of a health benefit packet.
- DD. Southfield Public Schools will be responsible for the following:
  - Department/division/building identification
  - Job classification of the individual
  - Location of the worksite
  - Person to whom the employee reports
  - Approximate length of time the employee will be needed

## **II. DELIVERABLES**

The Parties agree and acknowledge that the Vendor's delivery of Services provided to SPS pursuant to this Agreement and Scope of Services shall result in the following deliverables:

To be determined

## **III. PERFORMANCE METRICS**

To be determined

**SECTION IV: EXCEPTION TO SPECIFICATION FORM**

**Bidder shall enter all exceptions to the specifications in this section to be considered by The Southfield Public Schools Board of Education. The Southfield Public Schools Board of Education has sole determination of accepting or rejecting exceptions entered below.**

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date



## **SECTION V: ECE THIRD PARTY EMPLOYMENT & PAYROLL SERVICES QUESTIONNAIRE**

### **BIDDER MUST PROVIDE WRITTEN RESPONSES AND SUBMIT AS PART OF THE RFP.**

- A. Describe your knowledge of applicable laws and regulations that govern Pre-K-12 school districts in the State of Michigan.
- B. Describe your experience operating and managing employment and payroll services in the State of Michigan.
- C. Describe your experience with providing employment and payroll services to Pre-K-12 school districts.
- D. Describe in detail your plan to deliver the required services (Onboarding).
- E. Describe your recruitment and applicant screening process.
- F. Describe your payroll and payment process.
- G. Describe training services provided to personnel.
- H. Are any of your proposed services subcontracted? If so, please explain in detail.
- I. Provide resumes of all members who will be assigned to this project.
- J. List any current or previous litigation issues.
- K. Number of years that the firm has been in business?
- L. Rate of employee annual turnover in company.
- M. Reasons why we should use your company to handle our third-party and payroll service's needs?
- N. How do you plan to make sure that you have both the quality and quantity of employees we need?
- O. What makes your company different and better from what we are doing now and from what other companies have to offer?
- P. Has the license of any certified position(s) employed by your firm ever been suspended or revoked? If yes, state the number of employees, their classification, reason and number of occurrences of suspension or revocation.
- Q. Does your company have a formal process for determining individual needs of each school within the school district?
- R. What other steps will your company take to ensure that all of our needs are met (Onsite support personnel)?
- S. What will happen to our current pool of substitutes?
- T. Will you automatically hire all of the substitutes we are currently using?

- U. Does your company have the capability to fulfill other types of positions (i.e. nurses, occupational therapists)? If so, list the job classifications.
- V. Describe your process for sourcing and identifying qualified substitute teachers, clericals and other positions as identified by The Districts.
- W. Describe your recruiting methods and resources.
- X. Describe your hiring process for the different types of substitutes.
- Y. What forms of screening are administered in order to verify that a substitute has the necessary credentials to work in a Michigan public school district?
- Z. What background check is performed before placing a substitute on assignment?
- AA. What credentials and qualifications do you require of your substitute employees?
- BB. Describe your process for identifying employees who initially passed the state fingerprinting/background checks, but later violated school safety laws after beginning employment?
- CC. What training do your substitutes receive before they start working as a substitute?
- DD. What types of training materials are available for the training and orientation of new substitutes? Describe source and the credentials of the trainers.
- EE. How do you educate your employees on preparedness/professionalism, position skills, sexual harassment, blood borne pathogens and FERPA? In addition, how do you educate substitute teachers on classroom management, teaching strategies, effective use on fill-in activities, effective strategies for children with disabilities?
- FF. How would your company become updated and informed of the operational components of The District's current automated substitute management system(s)?
- GG. What will happen if a school needs to place a request for a substitute needed that same day?
- HH. How do you ensure that specific substitutes are not assigned to schools that have requested those substitutes not return?
- II. How can our school district feel confident that our needs will be met if we leave a message before or after normal business hours?
- JJ. How do you plan on having your staff trained to implement state laws, GSRP, Head start and Early Head start policies and procedures in regards to substitute staff?
- KK. How would you work with The District to implement product updates or procedural changes?
- LL. How do you measure the quality and value of your services?

- MM. Explain your company's quality control system that is in place to track the substitute's performance.
- NN. What metrics does your company track to ensure that customer needs are being met at an acceptable rate?
- OO. Who will handle performance and employee relations issues with your substitutes?
- PP. List any certifications you may possess.
- QQ. Do you recruit retired school personnel?
- RR. What programs do you have in place for the retention of substitutes?
- SS. Provide five (5) references of current clients.

**SECTION VI. PRICING**

Prices shall be firm for the entire contractual term from Starting date July 1, 2024 – June 30, 2025, with option to renew in one (1) year increments for an additional two (2) years.

Category	Quantity	Salary	Payroll Taxes 15.3%	Total Cost	Benefits Cost	Benefits Fee	Total	Management Fee	Pricing	Total
Lead Teachers	12	\$ 44,000								
Associate Teachers (CDA)	12	\$ 34,000								
All Other Classroom Based Substitute Staff	6	\$ -								
Family Support Staff	4	\$ 39,000								
Clerk / Office Manager	1	\$ 45,000								
<b>Totals</b>	<b>35</b>									
							Estimated Weekly Payroll (52 weeks)			

**ALTERNATE I:** Bidder may submit alternate pricing proposal as % of gross payroll as below or on separate sheet clearly marked: “Alternate Pricing Proposal.”

For the period	Year One	Year Two
Starting Date:	July 1, 2024 – June 30, 2025	July 1, 2025 – June 30, 2026
Lead Teacher	_____ % of gross payroll	_____ % of gross payroll
Associate Teacher (CDA)	_____ % of gross payroll	_____ % of gross payroll
Family Support Staff	_____ % of gross payroll	_____ % of gross payroll
Latchkey	_____ % of gross payroll	_____ % of gross payroll
Clerical	_____ % of gross payroll	_____ % of gross payroll
Security	_____ % of gross payroll	_____ % of gross payroll
Maintenance	_____ % of gross payroll	_____ % of gross payroll
Noon Aide	_____ % of gross payroll	_____ % of gross payroll
Paraprofessional	_____ % of gross payroll	_____ % of gross payroll

**Pricing shall not be referenced anywhere else in the proposal documents.**

**SECTION VII: CERTIFICATION REGARDING THE RFP**

**Request for Proposal: ECE THIRD PARTY EMPLOYMENT AND PAYROLL SERVICES RFP 2024-03**

Bidder hereby certifies the following by checking yes or no by each item.

- |  | <u>Yes</u>               | <u>No</u>                |
|--|--------------------------|--------------------------|
| 1. The Bidder certifies they have read and examined all aspects of the RFP documents, including all addenda and will provide as described herein for the prices set forth in this Proposal.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The Bidder has carefully checked the enclosed figures and understands that they shall be responsible for any error or omission in the Proposal offer.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The Bidder shall attest in writing that they have sought answers to any questions they may have regarding the form or substance of this RFP, and that they waived any right to protest the selection process up to the point of selection of firms to be interviewed.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Bidder certifies that they will comply with all State of Michigan and Federal Laws, ordinances, regulations and licensing requirements bearing on the work or services provided.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Execution of this contract constitutes a representation by the Bidder that to the best of the Bidder’s knowledge no conflict of interest exists between Southfield Public Schools representatives and the Bidder or its employees and agents.   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. This Proposal is made without any previous understanding or agreement with any other person, firm or corporation submitting a Proposal for the same purpose and in all respects is fair and without collusion or fraud. The Bidder certifies that it has not divulged, discussed or compared its Proposal with other Bidders and has not colluded with any other Bidders or parties to a Proposal whatsoever. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. The Bidder certifies they are not currently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any State, or Federal Departments or agency.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. The Bidder certifies they have read and understand the Equal Opportunity policy statement.  | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Bidder certifies that they are eligible to submit a Proposal based on the Iran Economic Sanctions Act (P.A. 517 or 2012).   | <input type="checkbox"/> | <input type="checkbox"/> |

The Bidder certifies they have read Section III, Official Document of the Request for Proposal and their Proposal submission contained herein were obtained directly from Michigan Intergovernmental Trade Network website, [www.MITN.info](http://www.MITN.info) and is an official copy of the authorized version. The Bidder certifies the information they have provided is correct and agrees to provide the scope of work in this Request for Proposal, including all terms and conditions, special provisions, specifications, addenda and the proposal as set forth in these Contract Documents. The parties intend for this to become part of the final and complete agreement between Southfield Public Schools and the Bidder.

Name (Print)	Title	Signature	Date
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**ACCEPTANCE OF PROPOSAL: (To be completed by the Contracting Officer AFTER Board approval)**

This proposal for said services and/or solution is hereby selected and has been approved by the Board of Education on date indicated below. As an awarded Contractor, your firm is bound to provide the services and/or solution per Contract documents in its entirety. The parties intend this award to constitute the final and complete agreement between Southfield Public Schools and the Contractor, and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall bind any of the parties hereto unless agreed in writing.

Name (Print)	Title	Signature	Date
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Board of Education Approval: \_\_\_\_\_ Purchase Order (PO) No: \_\_\_\_\_

**SECTION VIII: CERTIFICATION REGARDING ELIGIBILITY**

CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY, VOLUNTARY EXCLUSION  
LOWER TIER COVER TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

A. The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal debarment or agency.

B. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date

**SECTION IX: CERTIFICATION REGARDING LOBBYING, CONTRACTS, GRANTS, LOANS AND COOPERATIVE CONTRACT FORM**

CERTIFICATION REGARDING LOBBYING, CONTRACTS, GRANTS, LOANS, AND COOPERATIVE CONTRACTS

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative contracts) and that all subrecipients shall certify and disclose accordingly.

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

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Grantee/Contractor Organization	Program/Title	
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Name of Certifying Official	Signature	Date

\*Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

**SECTION X: EQUAL OPPORTUNITY POLICY STATEMENT FORM**

THIS POLICY APPLIES TO ALL PROGRAMS ADMINISTERED BY THE MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC GROWTH and WORKFORCE DEVELOPMENT AGENCY, STATE OF MICHIGAN

It is the policy of the State of Michigan to assure that equal opportunity will be provided under any contract, program, or activity funded in whole or in part with funds made available by or through any state department, institution, or agency.

All recipients of financial assistance are required to assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital state, arrest record, disabled, or other non-merit factors.

This policy applies to all programs administered by the state, sub-grantees, contractors, and subcontractors. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state-funded programs.

The Workforce Innovation and Opportunity Act (WIOA) further requires for all programs receiving financial assistance under Title I of the WIOA the following assurance:

As a condition to the award of financial assistance from the United States Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
5. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This grant applicant also assures that it will comply with 29 CFR part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

Name (Print)

Title

Signature

Date

\_\_\_\_\_/\_\_\_\_\_





**SECTION XII: SUPPLIER INFORMATION FORM**

THE CONTRACTOR QUALIFICATION FORM

A. Company Name\_\_\_\_\_

Address\_\_\_\_\_ City:\_\_\_\_\_ State:\_\_\_\_\_

Phone\_\_\_\_\_ Fax: \_\_\_\_\_ Email:\_\_\_\_\_

B. Contracting Classification: General ( ) Sub ( ) Supplier ( )

C. Business Structure: Corporation ( ) Partnership ( ) Sole Proprietor ( )

D. Number of years in business as the company named above\_\_\_\_\_

E. Largest single contract this company has held \$\_\_\_\_\_ With whom? \_\_\_\_\_

F. Annual gross sales for last four (4) years:

2020\_\_\_\_\_ 2021\_\_\_\_\_ 2022\_\_\_\_\_ 2023\_\_\_\_\_

G. Deviations from specifications? \_\_\_Yes \_\_\_No

H. Acknowledgement of addenda #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_  
Date Initials Date Initials Date Initials

I. Geographical area of operations for your firm \_\_\_\_\_

J. Provide business name, contact person and telephone numbers of three (3) references, preferably in education.

Business\_\_\_\_\_ Contact:\_\_\_\_\_ Telephone\_\_\_\_\_

Business\_\_\_\_\_ Contact:\_\_\_\_\_ Telephone\_\_\_\_\_

Business\_\_\_\_\_ Contact:\_\_\_\_\_ Telephone\_\_\_\_\_

The undersigned certifies that the bid submitted meets or exceeds, all the specifications, that all conditions noted herein are acknowledged, and the firm prices and terms are specified by the bidder are true and accurate.

\_\_\_\_\_  
Signature of Vendor

\_\_\_\_\_  
Legal Name of the Firm

\_\_\_\_\_  
Print Name of Bidder & Title

\_\_\_\_\_  
Date

### **SECTION XIII: MISC. REQUEST**

- A. Provide a completed W9 Form
- B. Provide your certificate of insurance
- C. Provide sample invoice(s) (without *dollar amounts*, so that structure / breakdown of costs can be seen)
  - a. Invoice should provide a sample of the breakdown of the base pay amounts, the administrative fees and the sample client GL account number.