

***REQUEST FOR PROPOSALS:***  
Staffing Services

***RFP #:***  
COG-2148

***ISSUED BY:***  
The Cooperative Council of Governments  
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139*

***DATED:***  
May 22, 2023

***SECTION TWO:***  
Proposal Submission Documents, Technical Proposal, Cost  
Proposal and Other Required Forms

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# PROPOSAL FORM CHECKLIST

**The following documents must be submitted with the Proposal**

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

## TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

## OTHER REQUIRED PROPOSAL FORMS:

- ☒ **Proposal Form 3: Diversity Vendor Certification Participation**
- ☒ **Proposal Form 4: Certifications and Licenses**
- ☒ **Proposal Form 5: Unresolved Findings for Recovery**
- ☒ **Proposal Form 6: Mandatory Disclosures**
- ☒ **Proposal Form 7: Dealer, Reseller, and Distributor Authorization**
- ☒ **Proposal Form 8: Mandatory Supplier & Proposal Certifications**
- ☒ **Proposal Form 9: Clean Air Act & Clean Water Act**
- ☒ **Proposal Form 10: Debarment Notice**
- ☒ **Proposal Form 11: Lobbying Certification**
- ☒ **Proposal Form 12: Contractor Certification Requirements**
- ☒ **Proposal Form 13: Boycott Certification**
- ☒ **Proposal Form 14 Federal Funds Certification Forms**
- ☒ **Proposal Form 15: Arizona Contractor Requirements**
- ☒ **Proposal Form 16: New Jersey Requirements**
- ☒ **Proposal Form 17: General Terms and Conditions Acceptance Form**
- ☒ **Proposal Form 18: Equalis Group Administration Agreement Declaration**
- ☒ **Proposal Form 19: Master Agreement Signature Form**

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# PROPOSAL FORM 1: TECHNICAL PROPOSAL

## 1. OVERVIEW & QUALIFICATIONS

### 1.1. Company Information

<b>1.1.1. Company Name:</b>	Edustaff, LLC	
<b>1.1.2. Corporate Street Address:</b>	4120 Brockton Drive SE, Grand Rapids, MI 49512	
<b>1.1.3. Website:</b>	Edustaff.org	
<b>1.1.4. Formation.</b> In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Edustaff was formed in 2010. We have been operating under our present business name since then.	
<b>1.1.5. Primary Point of Contact.</b> Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	Rick Bayley
	Title:	District Sales Consultant
	Phone:	484-459-6152
	E-Mail Address:	RBayley@Edustaff.org
<b>1.1.6. Authorized Representative.</b> Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent (if not the same individual as in 1.1.9., provide the following information on each such representative and specify their function).	Contact Name:	Chad Bilkey
	Title:	Executive Director of Sales
	Phone:	877-974-6338 ext. 121
	E-Mail Address:	cbilkey@edustaff.org

### 1.2. Financial Strength & Legal Considerations

<b>1.2.1. Financial Strength.</b> Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters.  <b>Note:</b> If the information disclosed in your response is considered "Trade Secret" as defined in Ohio Revised Code, respondents may mark the information as a "Trade Secret" and the response	A letter attesting to our financial viability and stability is included in our addendum submitted with this response.
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will be redacted from any future use of the RFP response.	
<b>1.2.2. <i>Bankruptcy &amp; Insolvency.</i></b> Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	None.
<b>1.2.3. <i>Litigation.</i></b> Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	As a company serving clients across the nation, Edustaff occasionally becomes involved in matters of litigation in the ordinary course of business, but those incidents would be of a routine nature and would not affect our ability to provide the services outlined in this proposal.
<b>1.3. Industry Qualifications</b>	
<b>1.3.1. <i>Company Identification.</i></b> How is your organization best identified? Is it a manufacturer, distributor, dealer, reseller, or service provider?	Edustaff is a national service provider of educational substitute staffing services.
<b>1.3.2. <i>Manufacturer Authorization.</i></b> If your company is best described as a distributor/dealer/reseller (or similar entity), please certify that your organization is authorized to sell on behalf of the products and services you represent.	N/A
<b>1.3.3. <i>Authorized Distributors, Agents, Dealers, or Resellers.</i></b> Describe the different channels in which this contract will be made available to Equalis Group Members. Your response should include, but is not limited to, whether your organization will serve as the single point of sale or if the contract will be made available through a network of distributors, agents, dealers, or resellers.  <b>NOTE:</b> Bidders intending to authorize distributors, agents, dealers, or resellers must complete <b><u>Proposal Form 7 - Dealer, Distributor and Reseller Authorization Form.</u></b>	Our organization will serve as the single point of sale.
<b>1.3.4. <i>Network Relationship.</i></b> If your company is best described as a manufacturer or service provider, please describe how your dealer network operates to sell and deliver the Products & Services proposed in this	We do not have a dealer network for our services. Interested school districts would speak directly with one of our sales representatives.

RFP. If applicable, is your network independent or company owned?	
<b>1.3.5. Industry Experience.</b> How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?	We have been providing educational substitute staffing services for 13 years. All of our revenue is generated from substitute staffing of K-12 schools, with the exception of a small portion of our business devoted to staffing colleges with adjunct professors.
<b>1.3.6. Geographic Reach.</b> Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.	We offer our services across the country, and are currently serving 11 states from New Jersey to Oregon.
<b>1.3.7. Certifications and Licenses.</b> Provide a detailed explanation outlining the licenses and certifications that are i) required to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?  <b>NOTE:</b> Provide copies of any of the certificates or licenses included in your response in <b><u>Proposal Form 5 - Certifications and Licenses.</u></b>	Licenses are not required to be held by substitute staffing service providers.
<b>1.4. Public Sector Experience</b>	
<b>1.4.1. Public Sector Cooperative Contracts.</b> Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year. Please exclude information and data associated with Federal or GSA contracts	We have a contract with Cleburne County Schools, Alabama, through the TIPS purchasing cooperative. The contract began on July 1, 2022. Our annual sales through that contract are \$258,800.
<b>1.4.2. Education Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?	Our sales total to public school districts in 2022 was \$400 million. 100% of our sales come from sales to educational institutions.
<b>1.4.3. Government Success.</b> What is the i) total dollar amount, and ii) percentage of your company's total annual revenue	None

generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?	
<p><b>1.4.4. Customer References.</b> Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p> <ul style="list-style-type: none"> <li>a. Customer contact person and their title, telephone number, and email address;</li> <li>b. A brief description of the products and services provided by your company;</li> <li>c. Customer relationship starting and ending dates; and,</li> <li>d. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</li> </ul>	<p>Calhoun County School District, Anniston, Alabama Susan Maxwell, Accountant, 256-741-7400, SMaxwell@CCBOE.us Substitute Educational Staffing July 2018 to present</p> <p>Corvallis School District, Corvallis, Oregon Jennifer Duvall, HR Director, 541-757-5840, Jennifer.Duvall@Corvallis.k12.or.us Substitute Educational Staffing July 2018 to present</p> <p>Nebo School District, Spanish Fork, Utah Ryan Kay, HR Coordinator, 801-354-7452, Ryan.Kay@nebo.edu Substitute Educational Staffing July 2021 to present</p> <p>Franklin Township Public Schools, Somerset, New Jersey Brian Bonanno, HR Manager, 732-873-2400, BBonanno@Franklinboe.org Substitute Educational Staffing July 2018 to present</p> <p>Willamette ESD, Salem, Oregon Michael Beck, HR Director, 503-385-4752, Michael.Beck@WESD.org Substitute Educational Staffing July 2017 to present</p> <p>More information about each of these references can be found in the References section of our addendum on pages 12-16.</p>

## 2. Products & Services

### 2.1. PRODUCTS & SERVICES

<p><b>2.1.1. Product &amp; Services Description(s).</b> Provide a detailed description of the products and services you are offering as a part of your proposal.</p> <p>Your response may include, but is not limited to, information related to differentiators, manufacturing capabilities &amp; advantages, warranty information, turnkey capabilities, installation or set-up, training services, maintenance services, or</p>	<p>Our partnership with school districts is designed to remove Human Resources burdens, improve daily processes, and deliver well-trained, credentialed, capable substitute teachers, paraprofessionals, and other educational employees. Our consolidated HR solutions are provided via economies of scale to create cost savings and value-added benefits to school districts.</p> <p>Our service model manages the entire substitute employment process including recruiting, screening, hiring, training, credentialing, paying, managing,</p>
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<p>any other piece of information that would help understand the breadth and depth of your products and service offering.</p> <p><b>IMPORTANT.</b> This description along with the products and services included in the <b>Attachment B – Cost Proposal</b> will be utilized to define the overall products and services available under a resulting contract.</p>	<p>evaluating, placing, and retaining highly qualified substitute employees. Our experience and resources allow us to address what is important to school districts.</p>
<p><b>2.1.2. Recruitment and Selection.</b> Describe your process for sourcing, screening, and selecting candidates. How does your organization ensure the quality of candidates.</p>	<p>Our recruiting process is described on pages 21-23 of our addendum. Briefly, we recruit potential employees by making opportunities known around the school district campus, as well as placing online ads, attending job fairs at local colleges, and offering bonuses when our employees refer a new substitute.</p>
<p><b>2.1.3. Additional Offering.</b> Include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract’s participating agencies.</p>	<p>This contract’s participating agencies will benefit from our exceptional customer service, which has brought us the highest customer-retention rate in our business. We promise an industry-leading level of service to both the district and the substitute teacher pool, along with an operating model that has resulted in a historic fill rate average that is several percentage points higher than the national average. We achieve this through ongoing recruitment 365 days a year through social media platforms, ads and marketing materials, and a designated budget for additional marketing materials. Participating districts will have the ability to terminate the contract if not completely satisfied with our services.</p>
<p><b>2.1.4. Compliance.</b> Describe your organization’s approach to compliance with relevant labor laws.</p>	<p>Edustaff is compliant with all federal labor laws as well as the labor laws governing the states where we provide services.</p>
<p><b>2.1.5. Open Market Products.</b> Provide a detailed description of your ability to accommodate requests for Open Market Products. Open Market Products is a category of products or services that cannot be found in your standard catalog offering or non-inventoried products.</p>	<p>Not applicable.</p>
<p><b>2.2. Customer Service &amp; Client Management</b></p>	
<p><b>2.2.1. Customer Service Department.</b> Describe your company’s approach to customer service.</p>	<p>Edustaff started in 2010 with service as the core focus. This focus remains today. The vast majority of our 580+ school district partners were word-of-mouth referrals and recommendations by school districts themselves. We’re thankful for the trust and for the opportunity to partner and</p>



	serve districts across the nation. Part of our service mentality includes an extension of recruiting results for full-time employee positions. We see our partnership as a way to help find qualified candidates even if it means hiring an Edustaff substitute into a full-time position. Should this opportunity come up, we will allow that hire to be transitioned to full-time at no extra fee to the school district.
<b>2.2.2. <i>Candidate/Client Support.</i></b> Describe any candidate/client support or management services or tools offered by your organization.	Each of our partnering school districts is served by our national relationship director, a local district service representative and dedicated payroll team member. Our national relationship director is the main contact for the district, ensuring any issues are resolved quickly. Each district also has the cell phone numbers of our entire executive team, ensuring they will be able to contact someone immediately if necessary.
<b>3. <u>Business Operations</u></b>	
<b>3.1. Customer Set Up; Order &amp; Invoice Processing; Payment</b>	
<b>3.1.1. <i>Order &amp; Invoice Process.</i></b> Describe your company's proposal development, order, and invoice process. Your response should include, but is not limited to, acceptable payment methods and standard payment terms.	Our invoicing process is described on pages 29-30 of our addendum. Invoices are generated by the absence management system and sent to district staff to review and approve before payment. The district has the opportunity to correct any possible errors before the invoice is finalized.
<b>4. <u>PRICING</u></b>	
<b>4.1. Cost Proposal</b>	
<b>4.1.1. <i>Pricing Model.</i></b> Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.	Edustaff adds a markup to the gross payroll of substitute employees in its partnering school districts. Edustaff will provide a copy of the agreement with each customer to be used for audit purposes. Edustaff's pricing model is very simple and straightforward. One primary contract rate will be used for all staff that the school district chooses to include in the agreement with Edustaff. Again, the CRM system will be used for pricing documentation and reporting.
<b>4.1.2. <i>Auditable.</i></b> Describe how the proposed pricing model is able to be audited by public sector agencies or CCOG to assure compliance with pricing in the Master Agreement.	Upon award of a contract, we will work with Equalis Group to create a mutually agreeable audit process.

<p><b>4.1.3. Cost Proposal Value.</b> Which of the following statements best describes the pricing offered included in Bidder's cost proposal.</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
<p><b>4.1.4. Total Cost of Acquisition.</b> Identify any total cost of acquisition costs that are <b><u>NOT</u></b> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Bidder.</p>	<p>Click or tap here to enter text.</p> <p>There are no hidden fees in Edustaff's transparent pricing model. The school district pays the daily rate plus our stated markup. There are no additional charges.</p>
<p><b>5. <u>GO-TO-MARKET STRATEGY</u></b></p>	
<p><b>5.1. Bidder Organizational Structure &amp; Staffing of Relationship</b></p>	
<p><b>5.1.1. Key Contacts.</b> Provide contact information and resumes for the person(s) who will be responsible for the following areas;</p> <ol style="list-style-type: none"> <li>Executive Contact</li> <li>Contract Manager</li> <li>Sales Leader</li> <li>Reporting Contact</li> <li>Marketing Contact.</li> </ol> <p>Indicate who the primary contact will be if it is not the Sales Leader</p>	<p>Please see pages 31-35 of our addendum for complete details and contact information for the key contacts for the school district.</p> <p>Executive Contact: Chad Bilkey Contract Manager: Rick Bayley Sales Leader: Rick Bayley Reporting Contact: Rick Bayley Marketing Contact: Angeline Noble</p>
<p><b>5.1.2. Sales Organization.</b> Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.</p>	<p>Our Executive Director of Sales is Chad Bilkey, who oversees a department of six sales consultants serving different geographical regions of the country. We have 125 corporate employees who work from our headquarters and at various locations around the U.S. All of our sales resources are in-house.</p>

5.2. Contract Implementation Strategy & Expectations	
5.2.1. <b>Contract Expectation.</b> What are your company's expectations in the event of a contract award?	Our expectations would be to use the contract as a method to help school districts procure a contract with Edustaff without going through the RFP/bid process.
5.2.2. <b>Five (5) Year Sales Vision &amp; Strategy.</b> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	Edustaff focuses on K-12 public school districts across the nation with current business in 11 states. The sales team is growing, and as a result the business footprint will grow over time. Leveraging this contract provides an avenue of growth that could speed up the sales cycle in some states, and as a result provide an increase in annual revenues. Training will take place with the sales team immediately to make sure each sales representative understands how the contract works, the benefits to the school district, and the steps needed to assist a district to use the contract. Edustaff will advertise the contract award while attending industry trade shows.
5.2.3. <b>Sales Objectives.</b> What are your top line sales objectives in each of the five (5) years if awarded this contract?	It is difficult to estimate specific sales figures for this contract before we have begun to participate in it. Our hope is that it will steadily increase our sales by making our services easily accessible to school districts, and that it will help us grow our sales in states where we are not currently operating.
6. <u>ADMIN FEE &amp; REPORTING</u>	
6.1. Bidder Organizational Structure & Staffing of Relationship	

<p><b>6.1.1. Administrative Fee.</b> Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members.</p> <p>The administrative fee is normally calculated as a percentage of the total Spend for agencies accessing product and services through the Master Agreement and is typically two percent (2%) to three percent (3%). In some categories, a flat fee or another fee structure may be acceptable.</p> <p>Please provide your proposed Administrative Fee percentage or structure.</p> <p><b>NOTE:</b> The proposed Administrative Fee language for this contract is based on the terms disclosed in the <b><u>Attachment A – Model Administration Agreement</u></b>.</p>	
<p><b>6.1.2. Sales &amp; Administrative Fee Reporting.</b> Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15<sup>th</sup> of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>Our company will meet the reporting requirement.</p>
<p><b>6.1.3. Self-Audit.</b> Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>Edustaff will note and track sales via the contract in our CRM system. Each rep will be required to choose what method the district chose to procure. Monthly reports will be used to communicate accurate sales results. Contract pricing will be set by Edustaff Executive Director of Sales Chad Bilkey and will be noted on the agreement made between the customer and Edustaff to ensure accurate pricing.</p>

## PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidder's Cost Proposal must include the information requested in **Section 5 – Cost Proposal & Pricing**.

**NOTE:** Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

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## PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

**Diversity Vendor Certification Participation** - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

**a. Minority Women Business Enterprise**

Respondent certifies that this firm is an MWBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

**b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise ("DBE")**

Respondent certifies that this firm is a SBE or DBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

**c. Disabled Veterans Business Enterprise (DVBE)**

Respondent certifies that this firm is an DVBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

**d. Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is an HUB: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

**e. Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is an HUBZone: ☐Yes ☒No

List certifying agency

**f. Other**

Respondent certifies that this firm is a recognized diversity certificate holder: ☐Yes ☒No

List certifying agency:

## **PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

None. Licensing is not applicable to the services we provide.  
(The rest of this page is intentionally left blank)

## PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY

**O.R.C. Chapter 9.24** prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes  
☒ No



## PROPOSAL FORM 6: MANDATORY DISCLOSURES

### 1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. Our company's performance has not resulted in any claims for breach of contract.

### 2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. Our company has not been subject to any adverse regulatory or administrative governmental action.

## PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☒ **Yes**

☐ **No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: We would want the Master Agreement available to school districts that are interested in using our services.

## PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, Chad Bilkey, hereby certify and affirm that Edustaff, LLC, has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

**AND**

I, Chad Bilkey, hereby certify and affirm that Edustaff, LLC, is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard *(as opposed to a record keeping or administrative standard)* in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

**AND**

I, Chad Bilkey, hereby certify and affirm that Edustaff, LLC, is not on the list established by the Ohio Secretary of State, pursuant to **ORC Section 121.23**, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

**AND**


I, Chad Bilkey, hereby certify and affirm that Edustaff, LLC either is not subject to a finding for recovery under **ORC Section 9.24**, or has taken appropriate remedial steps required under that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

I, Chad Bilkey, hereby affirm that this proposal accurately represents the capabilities and qualifications of Edustaff, LLC, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

## PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature:



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Printed Name:

Chad Bilkey

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Company Name:

Edustaff, LLC

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4120 Brockton Drive SE

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Mailing Address:

Grand Rapids, MI 49512

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Email Address:

cbilkey@edustaff.org

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Job Title:

Executive Director of Sales

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## PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.


Respondents Name:	<u>Chad Bilkey</u>
Mailing Address:	<u>4120 Brockton Drive SE</u> <u>Grand Rapids, MI 49512</u>
Signature	<u></u>
Title of Signatory:	<u>Executive Director of Sales</u>

## PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:   
Date: June 29, 2023

## PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS

### 1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

### 2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:



Date:

June 29, 2023

## PROPOSAL FORM 13: BOYCOTT CERTIFICATION

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does Bidder agree? ☒ Yes

CB

(Initials of Authorized Representative)



## PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a Bidder fails to complete any item in this form, CCOG will consider the respondent’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

### **1. *Supplier Partner Violation or Breach of Contract Terms***

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

### **2. *Termination for Cause or Convenience***

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

### **3. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

### **4. Davis-Bacon Act**

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

## **5. Contract Work Hours and Safety Standards Act**

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

## **6. Right to Inventions Made Under a Contract or Agreement**

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

## **7. Clean Air Act and Federal Water Pollution Control Act**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of one hundred fifty thousand dollars (\$150,000) must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

## **8. Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689

(3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

#### **9. Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

#### **10. Procurement of Recovered Materials**

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

#### **11. Profit as a Separate Element of Price**

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including

profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

#### **12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

#### **13. Domestic preferences for procurements**

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

#### **14. General Compliance and Cooperation with Members**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? Yes *CB*  
(Initials of Authorized Representative)

#### **15. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? Yes CB  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized signature:



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Printed Name: Chad Bilkey  
Company Name: Edustaff, LLC  
Mailing Address: 4120 Brockton Drive SE  
Grand Rapids, MI 49512  
Job Title: Executive Director of Sales

## PROPOSAL FORM 15: ARIZONA CONTRACTOR REQUIREMENTS

*Please answer the following question. If yes, please complete Proposal Form 15.*

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of Arizona, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of Arizona. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

### **AZ Compliance with Federal and State Requirements**

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

### **AZ compliance with workforce requirements**

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "... every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

### **AZ Contractor Employee Work Eligibility**

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

### **AZ Non-Compliance**

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona)**

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? ☒ Yes *CB*  
(Initials of Authorized Representative)

Date:  June 29, 2023



## PROPOSAL FORM 16: NEW JERSEY REQUIREMENTS

Please answer the following question.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input checked="checked" type="checkbox"/> Yes
	<input type="checkbox"/> No

In the event the Awarded Supplier desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contained in this proposal form are intended to provide the respondent with documentation that could be relevant to the providing products & services to public agencies in the State of New Jersey. It is the responsibility of the public agency to ensure they are in compliance with local requirements.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

### A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Edustaff, LLC  
**Street:** 4120 Brockton Drive SE  
**City, State, Zip Code:** Grand Rapids, MI 49512

### Complete as appropriate:

I, Click or tap here to enter text., certify that I am the sole owner of Click or tap here to enter text., that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I, **Clark Galloway**, a partner in **Edustaff, LLC**, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I, Click or tap here to enter text., an authorized representative Click or tap here to enter text., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
------	---------	----------

<b>Series A of Public Pension Capital, LLC</b>	<b>500 Park Ave., 4<sup>th</sup> Floor New York, NY 10022</b>	<b>65%</b>
<b>Clark Galloway</b>	<b>4476 Galloway Landings Drive Caledonia MI 49316</b>	<b>14%</b>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature:



Date:

June 29, 2023

**B. Non-Collusion Affidavit**

**Bidder Name:** Edustaff, LLC

**Street Address:** 4120 Brockton Drive SE

**City, State Zip:** Grand Rapids, MI 49512

*State of Michigan*

*County of Kent*

*I, Chad Bilkey of the City of Grand Rapids in the County of Kent, State of Michigan of full age, being duly sworn according to law on my oath depose and say that:*

*I am the Executive Director of Sales of the firm of Edustaff, LLC the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

**Authorized signature:**

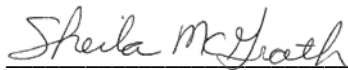


**Job Title:**

Executive Director of Sales

Subscribed and sworn before me

this 29th day of June, 2023



Notary Public of Michigan

My commission expires: July 19, 2027



C. **Affirmative Action Affidavit (P.L. 1975, C.127)**

Company Name: Edustaff, LLC  
Street Address: 4120 Brockton Drive SE  
City, State, Zip Code: Grand Rapids, MI 49512

**Bid Proposal Certification:**

*Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.*

**Required Affirmative Action Evidence:**

*Procurement, Professional & Service Contracts (Exhibit A)*

**Suppliers must submit with proposal:**


1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. **\*\*A photo copy of their Certificate of Employee Information Report \*\*Attached to the end of this response.**  
OR
3. A complete Affirmative Action Employee Information Report (AA302)

**Public Work – Over \$50,000 Total Project Cost:**

☒ *No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education*

☐ *Approved Federal or New Jersey Plan – certificate enclosed*

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

Authorized Signature:   
Title of Signatory: Executive Director of Sales  
Date: June 29, 2023

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative


Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

#### D. C. 271 Political Contribution Disclosure Form

#### **PUBLIC AGENCY INSTRUCTIONS**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html). They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

<sup>1</sup> N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

### Part I – Vendor Information

Vendor Name:	Edustaff, LLC		
Address:	4120 Brockton Drive SE		
City:	Grand Rapids	State: MI	Zip:49512

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Chad Bilkey	Executive Director of Sales
Signature of Vendor	Printed Name	Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
None			\$

☐ Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders  
{County Executive}

County Clerk  
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**E. Stockholder Disclosure Certification**

**Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

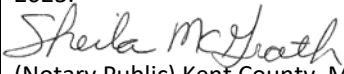


**Check the box that represents the type of business organization:**

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☒ Limited Liability Partnership
- ☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

**Stockholders:**

Name: Stockholder Name Series A of Public Pension Capital LLC Home Address: 500 Park Ave., 4 <sup>th</sup> Floor New York, NY 10022	Name: Stockholder Name Clark Galloway Home Address: 4475 Galloway Landings Dr., Caledonia MI 49316
Name: Stockholder Name	Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name  Home Address: Home Address	Name: Stockholder Name  Home Address: Home Address
Subscribed and sworn before me this 29th day of June, 2023.  (Notary Public) Kent County, Michigan  My Commission expires: July 19, 2027	
   _____ (Affiant) <b>Chad Bilkey, Executive Director of Sales</b> _____ (Print name & title of affiant)  (Corporate Seal)	

## PROPOSAL FORM 17: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☒ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## PROPOSAL FORM 18: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

**Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.**

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

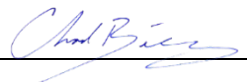
- ☐ Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.
- ☒ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

## PROPOSAL FORM 19: MASTER AGREEMENT SIGNATURE FORM

**BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	Edustaff, LLC
Address	4120 Brockton Drive SE
City/State/Zip	Grand Rapids, MI 49512
Phone Number	877-974-6338 ext. 121
Email Address	cbilkey@edustaff.org
Printed Name	Chad Bilkey
Job Title	Executive Director of Sales

Authorized Signature 

### Initial Term of the Master Agreement

Contract Effective Date: September 1, 2023

Contract Expiration Date: August 31, 2027

Contract Number:

*(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)*

The Cooperative Council of Governments, Inc.  
6001 Cochran Road, Suite 333  
Cleveland, Ohio 44139

Equalis Group, LLC.  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

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

Name: Franklyn A. Corlett

As: CCOG Board President

Date: \_\_\_\_\_

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

Name: Eric Merkle

As: EVP, Procurement & Operations

Date: \_\_\_\_\_

**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>27-3229048</b>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>45932</b>
4. COMPANY NAME <b>EDUStaff, LLC</b>		
5. STREET <b>4120 Brockton Dr SE, Ste 200</b>	CITY <b>Grand Rapids</b>	COUNTY <b>Kent</b>
	STATE <b>MI</b>	ZIP CODE <b>49512</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>None</b>		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <b>0</b>		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>0</b>		
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	COUNTY
	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	14	8	6	2	0	0	0	6	0	0	0	0	6
Professionals	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
Office & Clerical	81	22	59	1	1	0	0	20	5	1	0	2	51
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>95</b>	<b>30</b>	<b>65</b>	<b>3</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>5</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>57</b>
Total employment From previous Report (if any)	63	21	42	4	0	0	0	17	3	0	0	1	38
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	45837	13772	32065	1544	451	211	222	11344	2879	957	446	1014	26769

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR <b>02 02 2018</b>
13. DATES OF PAYROLL PERIOD USED From: <b>4/1/2019</b> To: <b>4/26/2019</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Jodi Center</b>	SIGNATURE 	TITLE <b>Director of HR</b>	DATE MO DAY YEAR <b>04 26 2019</b>
17. ADDRESS NO. & STREET <b>4120 Brockton Dr SE Ste 200</b>	CITY <b>Grand Rapids</b>	COUNTY <b>Kent</b>	STATE <b>MI</b>
	ZIP CODE <b>49512</b>	PHONE (AREA CODE, NO., EXTENSION) <b>877 - 974 - 6338</b>	

**Prepared For**



**June 30, 2023**

**Staffing Services – RFP COG 2148**

**Edustaff's proposal is effective for ninety (90) days  
from the date of the proposal opening.**

**Prepared By**



**4120 Brockton Dr. SE  
Suite 200  
Grand Rapids, MI 49512  
P: 877.974.6338  
Cell: 484.459.6152  
F: 877.974.6339**

**Rick Bayley  
District Sales Consultant  
RBayley@Edustaff.org**



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June 30, 2023

Procurement Department  
Cooperative Council of Governments  
6001 Cochran Road, Suite 333  
Cleveland, OH 44139

Greetings,

The Edustaff team is delighted to submit a response to Cooperative Council of Government's Request for Proposal for Staffing Services. Throughout this response you will see why Edustaff is a different kind of educational staffing services organization. From our K-12 exclusive delivery capability to an industry leading level of service provided to our school district partners, Edustaff has become one of the largest and fastest-growing educational substitute staffing service organizations in the nation. Through unmatched school and teacher support, we now have the privilege of serving 580 school districts and 52,000 educational employees across eleven states, from coast to coast.

Our approach is simple, efficient, and effective; we focus on what our customers need. Our core values of Servanthood, Excellence, and Wholeheartedness drive our decisions and the way we do business. This approach, along with our customizable marketing & recruiting options, HR services, and quality of work will make it clear that Edustaff is an invaluable partner in helping school districts operate as effectively as possible.

As you work through the selection process, you will soon discover the Edustaff Advantage that has made us the acknowledged leader in national school district satisfaction. With the Edustaff Advantage program, our partnering school districts benefit from proven practices and processes, crystal clear pricing, and higher fill rates. Our approach is unique, especially in K-12 services. We are excited to share more about this later within our proposal.

Through submission of this letter and response, Edustaff agrees to the general conditions of the contract presented in the RFP. We will only confirm award of this bid if we are the sole provider of this group of employees.

Sincerely,

A handwritten signature in blue ink that reads "Rick Bayley".

Rick Bayley  
PA Based District Sales Consultant  
484.459.6152  
rbayley@edustaff.org

4120 Brockton Dr SE,  
Suite 200  
Grand Rapids, MI 49512

Phone: 877.974.6338  
Fax: 877.974.6339  
E-mail: info@edustaff.org

[edustaff.org](http://edustaff.org)



## Executive Summary

Edustaff is one of the largest educational staffing organizations in the nation. Since our inception in 2010, our teams and programs have performed at the highest level, providing key services to our school district partners, resulting in Edustaff earning the highest customer satisfaction and retention rates in the industry. After careful review of this RFP, we are fully confident that our staffing and service model will exceed the expectations of CCOG. You can expect a professionally run program focused on what is important to your member districts, along with clear, consistent communication and service that is second to none.

Based on years of experience performing at the highest level in the industry, we understand what it takes to operate in excellence. A few of the items we would like to bring to your attention include:

### **Smooth and Efficient Transitions – The Edustaff Delivery Advantage**

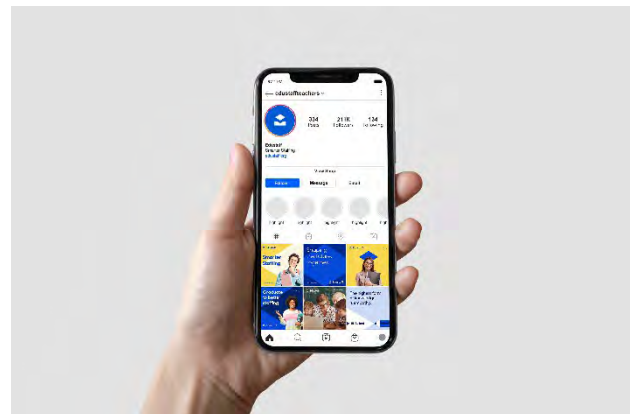
With 580 district transitions under our belt, we have dialed in a smooth, operationalized experience for both the school district and its substitute employees. With a clear timeline based on our multi-step process, our Delivery Advantage transition methodology will ensure an efficient and effective transition. Our specific plan will be laid out in detail later in our response.

### **Software Compatibility and Expertise**

The Edustaff Staffing Model is compatible with multiple absence management software platforms. We will be able to integrate our services and systems into the current software platform used by the school district. Additionally, we have experts on staff who can assist with software questions if they arise. And, if at some point in the future the district chooses to change software platforms, Edustaff has the ability to adapt to that system as well.

### **Customized Hiring, Recruiting, and Marketing**

Our initial priority at the beginning of our partnership is the recruitment and hire of every current substitute employee working in the school district. Each current employee will be contacted through multiple channels and encouraged to complete a modified, expedited onboarding process. Upon approval, transitioning employees will be compensated for their time and effort. During this time, Edustaff will also launch our new employee recruiting and marketing campaigns in conjunction with the customized district selected plan.



### **Leadership Continuity and Experience**

Our Executive Team has the highest credentials in the business, with our top officers having over 50 combined years of leadership experience together in the K-12 substitute staffing industry. This level of continuity and stability in leadership is unmatched in K-12 staffing. This continuity directly benefits our school district partners, as our Executive Team has collaborated in operations, delivery, support, and sales for much of the past 11 years. This experience has also been key to “setting the tone” for all Edustaff team members, inspiring them to act with a spirit of school service and support.



Our Operations Team provides services to all of our partnering school districts from our home office in Grand Rapids, Michigan. These teams consist of employees who work diligently with our partners to satisfy their staffing needs. Services provided by these teams include key transition work, implementation, processing, payroll, human resources, and marketing. Our partnering school districts are provided with dedicated processing and payroll specialists who can be reached directly to assist with specific needs.

Our Field Services team will be the “Face of Edustaff” to the school district. Our Field Services Team is comprised of a territory leader who directly services the school district as well as a recruiter who will provide additional support for all schools. In addition to driving our recruiting and marketing efforts, this team is also integral in assisting in the filling of unfilled absences by maintaining constant communication with the sub pool. Together, these individuals have the experience and knowledge to answer questions and offer innovative solutions to meet your needs. We have included within this response the names and titles of the key Edustaff team members who will be supporting the school district.

### **Clarity and Transparency - Conclusion**

To conclude, we are both proud and humbled by the degree of success our educational staffing team has built among leading K-12 school districts in multiple states. It is a simple formula:

- We strive to leave a positive, lasting impact on our school district partners and employees
- On an aspirational level, we understand the critical role of substitute staff members in a school district. Edustaff is committed to employing and training the best substitute employees possible for a safe, structured learning environment for the students in the school district.
- We believe in complete transparency and clarity:
  - Reflected in our invoicing: There are no hidden fees for PTO mark-ups or separate service items. There is one rate – period.
  - Reflected in our fill rates: There is one way to calculate a fill rate, which is total assignments divided by filled assignments. We do not remove unfilled absences or calculate fill rates only during a specific time window.
  - Reflected in our pricing: Our pricing is simple, with no hidden or supplemental fees.





## CCOG Considerations

While reviewing all proposals in the search process, the school district might consider asking these questions to any staffing provider seeking their business:

### 1. Talent & Leadership:

- Are you able to hire employees from the sub pool at any time and at no cost? *There are no hiring fees or waiting periods with Edustaff.*
- Is your primary contact for the staffing provider a local, handpicked professional that you have the opportunity to interview prior to their hire? *Our partnering districts are invited to be part of the hiring process.*
- Have you checked the recent track record for the staffing provider's customer retention and satisfaction levels? *We have an industry-leading retention and satisfaction rate.*
- What is the K-12 staffing experience of the third party's management team? *Our team has retired superintendents, administrators, business managers, Human Resources managers, and educators.*
- What is the continuity of the top executive team within the K-12 staffing business? *Our executive team has been working together for nearly a decade.*

### 2. Service & Responsiveness:

- Does your provider exclusively serve the K-12 educational community? *Educational staffing is all we do.*
- Will other staffing providers guarantee all communication is returned within 24 hours? *We pride ourselves on our guarantee to return all calls and emails promptly.*
- Will other staffing providers allow you to have unrestricted access to your dispatching system? *Our system gives you access at all times.*
- How often are other staffing agencies providing new training for your employees? *We provide ongoing training to our substitutes.*
- If you exit the staffing provider in the future, do you forfeit your pool of substitutes to them? *We will make our pool of substitutes available to the school district.*
- Does the staffing provider have a repeatable and operationalized approach to transition your school district? *Our processes have been implemented successfully 580 times.*

### 3. Financial & Pricing:

- Are agreements written in clear language, or is there fine print with multiple stipulations that may go into effect in the future? *Our pricing is simple, with no hidden fees.*
- Have you checked the financial statements and stability of potential staffing providers? *You can call our bank directly with any questions.*
- Is your school district being asked to provide deposits or large upfront payments to fund payroll? *There are no upfront payments with Edustaff.*
- Staffing providers may claim school district growth in numbers, but are they masking a large number of lost renewals with new company acquisitions? *Our growth is district-led. We have never engaged in acquiring other companies.*
- Is there one "all in" rate structure or are there supplemental fees for IT access, infrastructure, transition costs, and certain types of job fills? *Our stated markup is the only fee districts will pay.*



## Edustaff Advantage

Selecting a K-12 staffing company to help with staffing needs is an important decision. School districts and HR teams today are faced with a growing national teacher shortage. Increasing compliance requirements and a heightened need for substitute teacher credentialing and training are adding more complexity, time, and cost. Additionally, school district funding is facing cuts, HR teams are short staffed, and classroom sizes are growing.

A further complication? When selecting a new staffing provider to work with, school districts need to now push through a confusing array of staffing vendor claims on pricing, fill rates, and dispatching systems support.

That's where Edustaff comes in. Founded in 2010, Edustaff leads all companies by far in school district satisfaction. We're the fastest-growing staffing provider in the nation, with the highest retention rate. The reason? The **Edustaff Advantage**, a three-part program from the acknowledged leader in K-12 staffing.



### 1. Edustaff Delivery Advantage

*Removing anxiety from school district agency transitions.*

Through the years, hundreds of school districts have shared with us their concerns and issues with staffing vendor transitions. They know they'll need to deal with a new data setup, a new system and process and a new team, all while they're preparing records and payroll for hundreds or thousands of employees. It can be overwhelming.

This is where the Edustaff Delivery Advantage is so beneficial. Our six-step process is designed to create a workflow-based approach to agency onboarding. As the Edustaff team guides the new school district through discovery, scheduling, configuration, communication, execution and reporting & support, the move to a new agency, training and transfer of teacher payroll becomes seamless.

### 2. Edustaff Price Advantage

*One simple, transparent rate.*

Many companies quote daily rates for substitutes, then quickly add in other costly hidden fees and charges. Charging extra rates for teacher PTO fills, high-cost candidate direct-hire fees, transaction fees, payroll fees, data transition, implementation and set up costs and data access fees, reporting surcharges, all of this can mount up quickly. The result? A quoted rate that is in fact 20-30% understated. This results in a costly budget surprise and overages for the school district's business office.



With the Edustaff Price Advantage there is only one quoted rate per employee type. Along with the simplicity of our pricing model, there are no processing, reporting, IT, or late fee charges. School districts can easily track costs by simply multiplying the number of fills weekly by the stated employee type rate.

### **3. Edustaff Team Advantage**

Proven partner, signing up for shared success.

Finally, in the K-12 segment today, many vendors make claims about their services and the results they will deliver to the school district. They'll set expectations very high, then fail to adequately fulfill what's promised. The result? A disappointed school district that is 'stuck' with the new provider they have just chosen.

It's different with Edustaff. Already the acknowledged leader in school district satisfaction, Edustaff now goes beyond this threshold with our Team Advantage program. With Team Advantage, Edustaff and our partnering school districts achieve fill rate success together by combining our service model and recommended best practices with a true partnership focused on fill rate success. So, we are in this together, motivated to ensure results and proudly showing how we at Edustaff stand behind our work. This agreement is unique in staffing, and certainly unique in K-12 school services.

For the school district, these three powerful Edustaff Advantage elements combine to offer an entirely new level of service performance and responsiveness.


Edustaff further backs this up with the finest and most customer-focused support team in K-12.







## Fill Rates and Edustaff Transparency



School Year	Absences Requested	Filled	Unfilled	Fill Rate
2019-2020	869,371	758,640	110,731	87%
2020-2021	796,414	665,017	131,397	83%
2021-2022	1,516,967	1,155,020	361,947	76%
2022-2023*	775,175	621,064	154,111	80%

\*Current school year data through 12/31/22

Numerous factors have resulted in a decrease in fill rates nationwide. With this knowledge, Edustaff has implemented numerous recruiting strategies, including attendance at numerous hiring events and job fairs in local communities.

It also needs to be said that not all substitute staffing organizations calculate fill rates in the same manner. This prevents a true “apples to apples” comparison when considering this metric. Edustaff believes in a simple fill rate calculation, which takes place for each day, once all attempts to fill assignments have been exhausted. The fill rate calculation is as follows: **# of Assignments Filled / # of Assignments requested**. With unrestricted Absence Management Software (AMS) access, the district will be privy to this data in real time, without concern of the data having been manipulated in any way.

### Substitute Positions & Retention

We believe in treating our external substitute employees with the same level of excellence and respect as our partnering school districts. Providing a gratifying experience along with other incentives help us to retain our substitute employees and expand our sub pools. Some of these include health benefits, bi-weekly direct deposit, 401k plan, awards and recognition, best-in-industry training, scheduling flexibility, and live corporate support via phone and/or live chat.

While our core demographic is focused on classroom-based substitute employees, we have years of experience staffing other positions with high quality employees. Some of these positions include:

- Administrative
- Aquatic Staff
- Athletic Directors
- Childcare
- Clerical
- Coaches
- Counselors
- Custodians
- Event Staff
- Food Service
- IT Services
- Librarians
- Maintenance
- Media Specialists
- Paraprofessional Aides
- Principals
- Security
- Special Education Assistants
- Teachers
- Tutors



## Human Resources Solutions

Our partnership with a school district is designed to remove Human Resources burdens, improve daily processes, and deliver well-trained, credentialed, capable substitute teachers, paraprofessionals, and other educational employees. Our consolidated HR solutions are provided via economies of scale to create cost savings and value-added benefits to the district.

Our service model manages the entire substitute employment process including recruiting, screening, hiring, training, credentialing, paying, managing, evaluating, placing, and retaining highly qualified substitute employees. Our experience and resources allow us to address what is important to the school district.



- Customized programs
- Substitute conduct & safety assurance
- Assigned school district service team
- Health benefits for substitutes
- Customized implementation plan
- Optional 401(k) plan for substitutes
- Continuous support
- Integrated, flexible payroll process
- Dispatching & Auditing
- Affordable Care Act (ACA) tracking
- Proactive, extensive recruiting
- Insurance liability coverage
- Print & digital advertising
- Worker's compensation
- School district & community hiring events
- Substitute employee incentives
- In-depth applicant screening
- Database & dispatching integration
- Easy online application process
- Full access to dispatching software
- Interactive face-to-face training
- Dispatching software training
- Online training modules
- Edustaff employee portal access
- Edustaff SubTalk® training videos
- Customized reporting
- Substitute employee mentoring
- Full ownership of substitute pool data
- Verifying & monitoring credentials
- Implementation of best practices
- State & school district compliance
- Same day absence fulfillment
- Substitute pool management
- Maximizing fill rate programs
- Bi-weekly pay for substitutes
- Local & national support team
- Employee performance evaluation
- 24/7 access to Executive team





## Company Background

Edustaff was formed in 2010 by a group of like-minded individuals dedicated to providing school districts with a better way to manage and fulfill critical substitute staffing. Over time we worked closely with schools and school districts, listening to their concerns and issues.

The result of this work was the aforementioned Edustaff “Delivery Advantage” transition methodology. This unique, systematic approach progresses smoothly through six key segments, with each segment building on previous information.

From personal discovery meetings with key school district personnel to identify what is important to the district, to the specific employee types involved and their associated requirements, through to tracking transitioning employee conversion and reporting progress regularly to the school district, the Edustaff Delivery Advantage is the proven, reliable, and cost-effective process that delivers staffing transition results. This operational focus has been a key element in helping to grow Edustaff to its premier position in the K-12 staffing segment today.

Our school district partners are extremely satisfied with our services and have experienced a high bar of success since either making the switch to Edustaff from a previous staffing provider or utilizing staffing services for the first time. It is our aspiration as a company, the knowledge of our senior team, our school focus, and our operational differentiation that have fueled our success. We are proud of our track record of growth, as shown both in number of school districts served and employee count:



Our growth has also fueled expansion now to eleven states across the country.

“Edustaff exceeds our expectations in being highly responsive to unique needs and situations... Simply stated, Edustaff has been an AMAZING professional partner.”


Michael Beck | Willamette ESD  
Director of Human Resources



## References


Our national references represent a diverse sample of the sizes and locations of our partnering school districts. We value our relationships and appreciate their positive referrals.

### Reference No. 1

<b>Client Name &amp; Address</b>	 <b>Calhoun County School District</b> <i>Focused on Success for ALL!</i> 4400 McClellan Blvd., Anniston, AL 36202	
<b>Contact Name/Title</b>	Susan Maxwell, Accountant	
<b>Contact Information</b>	256.741.7400	SMaxwell@CCBOE.us
<b>Scope of Work</b>	Provide substitute staffing of Substitute Teachers, Paraprofessionals, and other educational employee types for 20 schools with approximately 600 teachers and 9,400 students	
<b>Annual Contract Value</b>	\$791,324.22	
<b>Previous Provider</b>	Kelly Educational Services	
<b>Engagement Dates</b>	July 2018 – Present	

*“The entire team of professionals at Edustaff is a valuable partner of Calhoun County Schools. The Edustaff team demonstrates quality in every aspect of substitute advertising, recruiting, training and hiring in our County. We are extremely pleased with the “hometown” service with our very own Edustaff employee located in house to serve our unique individualized needs on a daily basis. We could not ask for a better partnership in our effort to provide quality individuals in our schools in the absence of our educators and staff in Calhoun County Schools.”*


### Reference No. 2

<b>Client Name &amp; Address</b>	 <b>Corvallis</b> SCHOOL DISTRICT 1555 SW 35 <sup>th</sup> Street, Corvallis, OR 97333	
<b>Contact Name/Title</b>	Jennifer Duvall, Director of Human Resources	
<b>Contact Information</b>	541.757.5840	Jennifer.Duvall@Corvallis.k12.or.us
<b>Scope of Work</b>	Provide substitute staffing of Substitute Teachers, Paraprofessionals, and other educational employee types for 13 schools with approximately 300 teachers and 6,400 students	
<b>Annual Contract Value</b>	\$2,384,285.43	
<b>Previous Provider</b>	School district employed – no previous provider	
<b>Engagement Dates</b>	July 2018 – Present	

*“Corvallis School District has partnered with Edustaff to provide substitute services to our schools. Their expertise and focus on recruiting and training substitutes has been a great support to our district. They have been a pleasure to work with and are very responsive.”*




### Reference No. 3

<b>Client Name &amp; Address</b>	 13565 Port Sheldon St., Holland, MI 49424	
<b>Contact Name/Title</b>	Julie Gillespie, Deputy Superintendent	
<b>Contact Information</b>	616.738.8946	JGillesp@OAISD.org
<b>Scope of Work</b>	Provide substitute staffing of Substitute Teachers, Paraprofessionals, and other educational employee types for 85 schools with approximately 2,200 teachers and 41,000 students	
<b>Annual Contract Value</b>	\$7,946,345.57	
<b>Previous Provider</b>	PESG/Staff EZ	
<b>Engagement Dates</b>	July 2014 – Present	


*“Working with Edustaff is like working with a valued partner who shares your goals and understands your challenges. Clark and his staff genuinely care about serving students and it shows in their continued investment in products and services that enhance and streamline school operations. As one of the first districts in Michigan to contract with Edustaff, we appreciate how seamless the transition was despite the number of distractions created by competing companies and interests. Whenever we have an issue, which is rare, the team at Edustaff is very responsive. We also appreciate the expanded recruiting efforts that Edustaff has instituted to help increase the substitute teacher pool. In summary, moving our business to Edustaff is one of the best decisions we’ve ever made.”*

### Reference No. 4

<b>Client Name &amp; Address</b>	 33 Municipal Drive, Lumberton, NJ 08048	
<b>Contact Name/Title</b>	Suzanne May, Admin. Asst. to Superintendent of Schools	
<b>Contact Information</b>	609.267.1406 (6614)	SMay@lumberton.k12.nj.us
<b>Scope of Work</b>	Provide substitute staffing of Substitute Teachers, aides, and other educational employee types for 4 schools with approximately 115 teachers and 2,177 students	
<b>Annual Contract Value</b>	\$289,793.80	
<b>Previous Provider</b>	Insight/Kelly Services	
<b>Engagement Dates</b>	June 2020 – Present	




## Reference No. 5

<b>Client Name &amp; Address</b>	 <b>FRANKLIN TOWNSHIP PUBLIC SCHOOLS</b> <i>Excellence, Opportunity and Affirmation For Every Child</i> 1755 Amwell Road, Somerset, New Jersey 08873	
<b>Contact Name/Title</b>	Brian Bonanno, Manager of Human Resources	
<b>Contact Information</b>	732.873.2400	BBonanno@Franklinboe.org
<b>Scope of Work</b>	Provide substitute staffing of Substitute Teachers, Paraprofessionals, and other educational employee types for ten schools with approximately 650 teachers and 7,500 students	
<b>Annual Contract Value</b>	\$1,753,420.47	
<b>Previous Provider</b>	ESS	
<b>Engagement Dates</b>	July 2018 – Present	

*“Franklin was the first district to contract with Edustaff in New Jersey. They are a welcome addition to the substitute teacher solutions in New Jersey. Edustaff was able to transition our district effectively and efficiently, most importantly they were able to learn the intricacies of New Jersey teaching certification and substitute teaching code. Through their aggressive recruitment process, they were able to fill our substitute needs as well, if not better than, the companies who had a corner on the market, and it was their first year in New Jersey. Edustaff also stands out in their efforts in the area of customer service to the district and their sub employees. They go out of their way to get to know the community and how the district operates. Edustaff is the future of sub service in New Jersey.”*


## Reference No. 6

<b>Client Name &amp; Address</b>	 <b>Nebo</b> SCHOOL DISTRICT 350 South Main St, Spanish Fork, UT 84660	
<b>Contact Name/Title</b>	Ryan Kay, HR Coordinator	
<b>Contact Information</b>	801.354.7452	Ryan.Kay@nebo.edu
<b>Scope of Work</b>	Provide substitute staffing of Substitute Teachers, Paraprofessionals, and other educational employee types for 50 schools with approximately 1,500 teachers and 35,000 students.	
<b>Annual Contract Value</b>	\$2,778,172.70	
<b>Previous Provider</b>	Kelly	
<b>Engagement Dates</b>	July 2021 to present	

*“I cannot say enough about the ease of transition, the support through the transition, the level of onsite support that was provided and honestly the all-around great staff that makes up the Edustaff team. The Edustaff recruiter that works with our district has been an integral part of onboarding and training new subs as well as working to make sure we have high fill rates.*



## Reference No. 7

<b>Client Name &amp; Address</b>	<b>Kent ISD</b>  2930 Knapp Street NE, Grand Rapids, MI 49525	
<b>Contact Name/Title</b>	Dave Rodgers, Assistant Superintendent of HR and Legal	
<b>Contact Information</b>	616.365.2214	DaveRodgers@KentISD.org
<b>Scope of Work</b>	Provide substitute staffing of Substitute Teachers, Paraprofessionals, and other educational employee types for 240 schools with approximately 5,000 teachers and 90,000 students	
<b>Annual Contract Value</b>	\$12,437,841.65	
<b>Previous Provider</b>	PESG/Staff EZ	
<b>Engagement Dates</b>	July 2015 – Present	

*"It is my pleasure to share the positive experience that the districts of Kent County underwent when we transitioned to Edustaff in 2015. It was with a great deal of trepidation that the ISD along with the 20 constituent districts elected to change sub staffing provider. Edustaff assured us that the transition would be smooth and that that all efforts would be made to improve fill rates. They delivered on their promise and then some. The transition was seamless at all levels. Edustaff designated sufficient time and resources to address all areas of the transition for our districts. They immediately implemented recruitment and retention strategies to draw more qualified individuals back into the sub pool. The customer service was and continues to be second to none. All issues and concerns are addressed in a timely and professional manner. We could not have asked for a better partner to meet our substitute staffing needs."*

## Reference No. 8


<b>Client Name &amp; Address</b>	SOUTH BOUND BROOK PUBLIC SCHOOL <small>ONE SCHOOL. ONE COMMUNITY.</small> 122 Elizabeth Street, South Bound Brook, NJ 08880	
<b>Contact Name/Title</b>	Dr. Lorise Goeke, Superintendent/Principal	
<b>Contact Information</b>	732-356-3018	goeke@southboundbrookk8.org
<b>Scope of Work</b>	Provide substitute staffing of Substitute Teachers, Paraprofessionals, and other educational employee types for one school with approximately 40 teachers and 650 students	
<b>Annual Contract Value</b>	\$68,772.77	
<b>Previous Provider</b>	Substitute Services, LLC	
<b>Engagement Dates</b>	August 2018 – Present	

*"As a small school district with very specific needs, it can be difficult to find a company willing to adapt. Edustaff provided the individual attention necessary to be able to serve our district. Their customer service is unbelievably responsive, and we enjoy working with their staff."*

-Dr. Lorise Goeke, Superintendent/Principal




## Reference No. 9

<b>Client Name &amp; Address</b>	 2611 Pringle Road SE, Salem, OR 97302	
<b>Contact Name/Title</b>	Michael Beck, Director of Human Resources	
<b>Contact Information</b>	503.385.4752	Michael.Beck@WESD.org
<b>Scope of Work</b>	Provide substitute staffing of Substitute Teachers, Paraprofessionals, and other educational employee types for more than 55 schools with approximately 1,400 teachers and 23,000 students	
<b>Annual Contract Value</b>	\$7,168,460.43	
<b>Previous Provider</b>	District employed – no previous provider	
<b>Engagement Dates</b>	July 2017 – Present	

*“Willamette ESD selected Edustaff for substitute management because they perfectly align with our priorities of professionalism, quality, and customer service. Edustaff exceeds our expectations in being highly responsive to unique needs and situations. Most importantly, they consistently deliver substitute fill rates that result in a value-added contribution to our educational system. Simply stated, Edustaff has been an AMAZING professional partner. Edustaff demonstrates year after year that they were the best selection for our substitute management system.”*

## Reference No. 10

<b>Client Name &amp; Address</b>	 1818 W. Worley Street, Columbia, MO 65203	
<b>Contact Name/Title</b>	Michelle Holz, Assistant Superintendent for HR	
<b>Contact Information</b>	573-214-3403	MHolz@cpsk12.org
<b>Scope of Work</b>	Provide substitute staffing of Substitute Teachers, Paraprofessionals, and other educational employee types for 32 schools with approximately 1,500 teachers and 19,000 students.	
<b>2018-19 Contract Value</b>	\$1,157,585.26	
<b>Previous Provider</b>	Kelly Education Services	
<b>Engagement Dates</b>	July 2019 – Present	

*“Since the start of our partnership in 2019, I have been impressed with the communication and dedication from the company president down to our local representative. There were some transition complications that initially impacted fill rates, but Edustaff was accommodating and able to fix the problems with great communication and flexibility. Edustaff has also been supportive and flexible during the COVID-19 crisis and its effect on the nationwide sub shortage.”*





## Scope of Services

Edustaff recognizes the fundamental role substitute employees play in a school district's daily operations. We understand and appreciate the burden that an unfilled classroom causes for the administration, staff, and students in any given school building. During a time of decreasing fill rates for school systems across the nation, Edustaff has developed and implemented practices that have resulted in our partnering school districts experiencing average fill rates that are several points higher than the national average. Our strategies have proven successful in filling daily, long-term, and the difficult to fill "last minute" absences.

Since our company inception in 2010, Edustaff has connected to a variety of dispatching software platforms including Frontline, PowerSchool, and the new Red Rover absence management system. We allow our partnering school districts to own and maintain their own software agreement, so they have unrestricted, efficient access when they need it. Edustaff will work with the school system for dispatching system access in order to successfully manage the substitute pool. In addition, Edustaff will work with the district to sync substitute information from the district's software into our employee database.

### Filling Assignments

The majority of our employees accept substitute assignments through a school district's dispatching software system. Our qualified substitute employees monitor and select assignments as they become available.

In support of the dispatching software system, assigned Edustaff personnel will proactively work on filling future assignments as well as the difficult last-minute absences. We utilize email for future assignments and known high teacher absence days. For assignments needing to be filled immediately, our team takes a personal approach, placing phone calls and texts to available substitute employees.

In addition, our Employee Services Team provides an extra layer of support for employees who are having technical difficulties with the software dispatching system. Our team is available via phone, email, or live chat to make sure our employees understand how to navigate the software system and accept assignments in the district.

### Reporting

Edustaff and the school district's dispatching system provide standard reports to track employee absences and the fulfillment of absences by our team. Since Edustaff provides unrestricted access to the dispatching system, the district will have 24x7x365 access to run reports and will maintain full control of employee data, which will promote open communication and collaboration with our team regarding the performance of our services.

In addition, the district has the ability to create its own reports. Customized report options are limitless and provide the data needed to gain an in-depth analysis of district patterns. Our team will work with the district to determine their reporting needs.



## Examples of Reports

- Absence Advance Notice
- Absentee Report
- Absence Call History
- Cancelled/Closed Absences
- Absence Feedback
- Daily Report
- Absence Interactive
- Day of Week Absence Analysis
- Absence Monthly Summary
- Fulfillment Skills
- Absence Reasons by School
- Multi-School Employees
- Absence Recognition Report
- Perfect Attendance Report
- Absence Reason Balances
- Substitute Sign In
- Absence Reason Percentages
- Unfilled Absences

## The Edustaff Employee Database, Manager

Manager, the Edustaff employee database, provides ongoing monitoring of our employees' credentials to ensure they are in compliance with all federal, state and school district requirements. Manager identifies those employees who need their fingerprint clearance and substitute teaching licenses updated. The school district staff will be able to view the information in Manager to ensure substitute employees are in full compliance with all requirements before they are placed in positions.

## Stock Reports, Manager

School district representatives can pull Stock Reports for All Subs, Approved Subs, Unapproved Subs, Termed Subs. Additional options are available to create a Custom Report. However, if the school district prefers, custom reports can be requested through the Territory Leader assigned to the school district.

## Custom Reports in the Edustaff Manager database include:

- **Common Fields:** First Name, Last Name, Phone, Email, Address, DOB
- **District Information:** District Name, Active, District Approved
- **Employee Type:** Employee Type, Approval Status, Date Added
- **Status Information:** Termed Date, Term Reason, Entry Date, Meeting Date, Approval Date
- **I9 Information:** Doc 1 Verified, Doc 2 Verified
- **Certification Type:** Certification Type, Endorsement Code, Grade Level, Continuing/ Expires Certification Expiration, Certification Number, Permit Date
- **GCNs:** Verify Compliance Training (SafeSchools/ GCN)
- **PA189:** PA 189 Status, Denial Reason
- **Background:** Background Status, Denial Reason, Date Received, TCN#
- **Educational Info:** GPA, Credit Hours, Major, Minor, Degree Type, Degree Progress
- **Criminal History:** Criminal Background Received, Conviction Name, Explanation, Year
- **Dates:** First Day Worked, Last Day Paid

\*Available formats are Excel, PDF, and CSV





## Transition Timelines and Process Overview

Edustaff has performed hundreds of district transition implementations, including many from other substitute staffing providers. We outline a typical 8-week process on the following page, with the understanding that communication with the district and responsiveness from the substitute pool form the foundation for a smooth transition process.

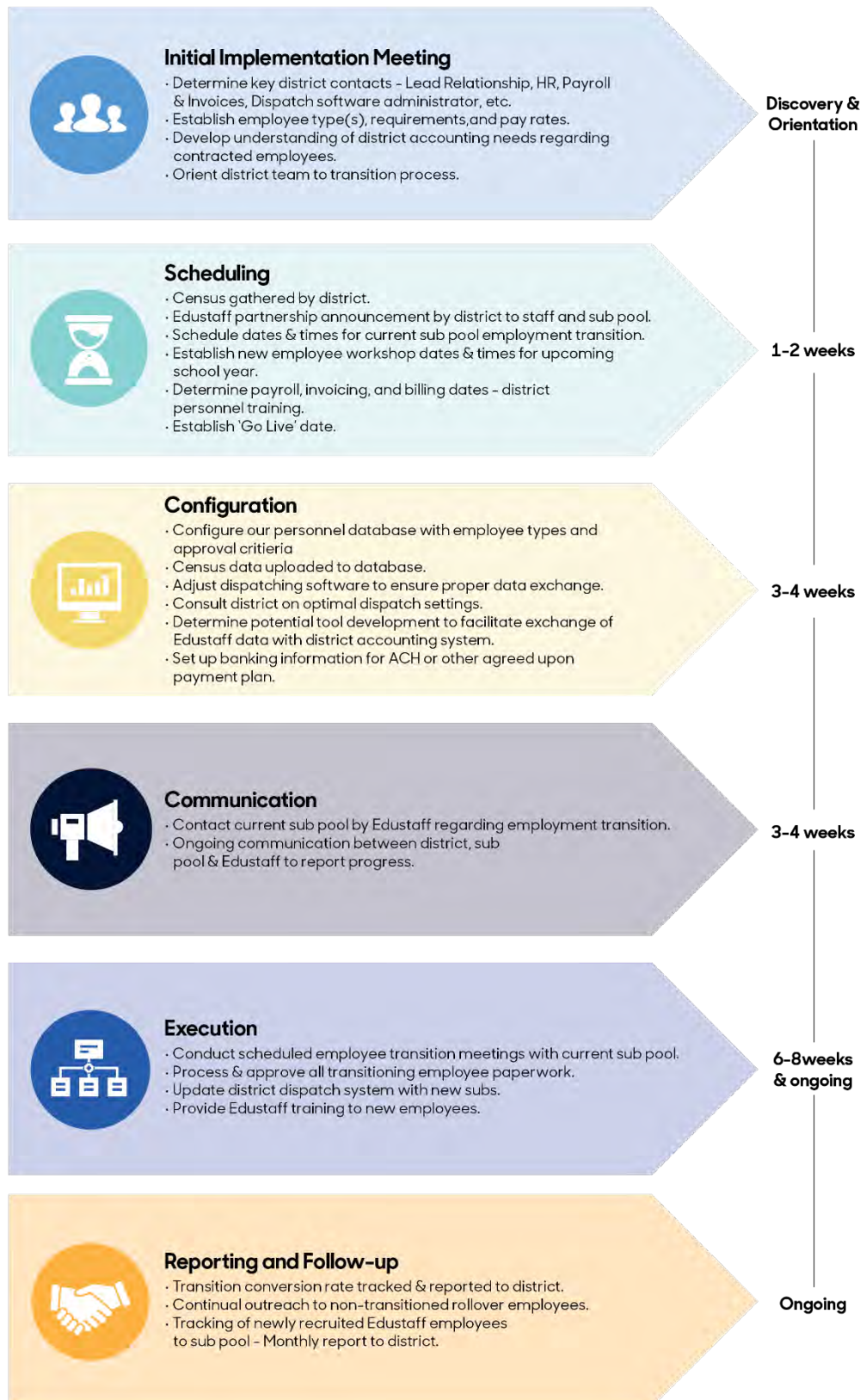
Our implementation team will conduct an initial on-site kickoff meeting with all key district personnel involved in the process on hand. Following that meeting, both the district and Edustaff will have the necessary information, plan, and timelines in which key objectives will be identified for completion. With any process of this duration, it will be imperative to have consistent communication with the district to update on progress as well as address any questions as they arise.

For the purposes of this response, we have chosen to list bulleted items for the transition, with the understanding that many of those items have multiple steps for completion. Rest assured that no detail is overlooked in this thorough, detail-oriented process.





The timeline below is an estimate for outlined tasks to be accomplished from the date of the initial implementation meeting. A typical 8-week transition is outlined below.





## Recruiting

Our continuous, proven recruiting strategies ensure that the school district is provided with substitute employees of the highest quality. The assigned territory leader will meet with the lead district representatives at the beginning of each school year to discuss a comprehensive recruiting plan.

### Within Schools

Based on employee surveys, we know most applicants hear about Edustaff directly through the school district. Flyers, business cards, yard signs, and banners promoting the need for guest teachers are placed in and around the schools in strategic, visible locations. These marketing tools increase awareness about substitute teaching opportunities and contribute to increasing the substitute teacher pool.



### School Announcements

Edustaff provides communication regarding the need for classroom-based applicants to be posted in school district publications, newsletters, and notes home to parents.

### Referral Rock

Edustaff participates in the Referral Rock program, which gives our substitute employees a \$100 Amazon gift card if they refer a friend or family member who becomes an active Edustaff substitute. There is no limit to the number of referral bonuses our employees are entitled to receive.

### On the Web

An electronic image of our guest teacher flyer will be provided to post on the employment section of the district's website directing prospective subs to our online application.



### Within the Community

Community members make great substitute teachers, and we make sure they are aware of the opportunity. Advertising is targeted toward our core demographic who make up most of the substitute employee pool. We believe that focused recruiting efforts will result in a greater connection between community members looking for jobs and those who become substitute teachers in the school district.





### **Local Colleges and Universities**

We hold introductory meetings with graduating education students and workshops for new applicants at colleges and universities. We will work with local colleges and universities to assist qualified new graduates to seamlessly join the guest teacher pool so they will be ready to work if they choose. We feel this is important to enhance a new teacher's connection with prospective school districts for future employment. Each year, we lose one-third of our guest teacher pool – many of whom are hired by local school districts. Edustaff charges no fees for hiring our employees for full-time employment and celebrates with employees on their new opportunity.

### **Local Job Fairs and Community Events**

We are excited about the opportunity to attend job fairs and other events in the community. Our recruiters consistently seek qualified candidates at various events throughout the year. These events may be sponsored by local churches, libraries, multicultural organizations, and unemployment agencies. Every person we meet at these events will be made aware of the need for substitute teachers in the district, the qualifications, and how to get started.





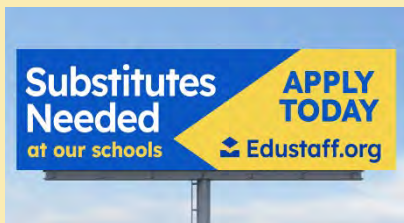
## Edustaff-Provided Advertising/Marketing Budget

To offer flexibility to our partnering districts and an opportunity for them to tailor recruiting efforts to their specific communities, we provide an advertising/marketing budget districts may use at their discretion for radio, billboards, or various other advertising means. If there is an unused portion of the budget, it can be put toward any district initiative.

Below are some of the marketing and advertising methods that have proven the most successful for our partnering districts. We would be happy to discuss this program with districts further if we are chosen to proceed in their selection process.

### Billboards

Regional billboards can be placed in strategic locations to promote openings in district schools. We have found this avenue of advertising to be highly effective in our recruiting efforts by marketing the need for guest teachers and other support positions.



### Television

Through on-air interviews and press releases regarding upcoming recruitment opportunities, we can go to the airwaves and speaking about the need for more guest teachers within our partnering schools.

### Radio Commercials

We can use targeted local radio advertisements to share open guest teacher positions in a school district.

### Pandora Radio

We have partnered with Pandora, a personalized online music platform where users may create customized radio stations through inputting genres and musicians they enjoy. If districts choose to use this platform, we are able to reach our desired demographic via radio and banner ads which are played to these targeted segments of the more than 78 million active listeners who log in and listen to Pandora on a monthly basis. Pandora's user data is ever evolving which yields the best target audience possible for Edustaff.

### Social Media Marketing

Social media marketing is an important strategy to connect with our employees and potential employees in an arena where they spend a lot of their personal time. This marketing strategy includes utilization of Facebook, Twitter, LinkedIn, Pinterest, Instagram, and YouTube. The use of these social media platforms allows us to connect in real-time with our target market. Regular interaction fosters a community of like users who may share positive experiences, learn from valuable content, generate excitement with contests, and allow us to easily communicate events such as job fair dates and Guest Teacher Appreciation Week, as well as promote helpful material to utilize in the classroom.



### Online Job Postings

Edustaff can implement continual recruiting efforts on multiple online platforms including: craigslist, K12JobSpot.com, LinkedIn.com, Handshake, Indeed.com, and state specific employment agencies. We can also create a custom job posting at a district's request.



## Screening & Hiring

Edustaff wants to ensure that our substitute employees are a great fit for the school environment. Our screening process is thorough, assessing multiple areas prior to an employee being approved to work. In addition, any classroom-based employee who works for Edustaff must complete our custom, in-person training workshop prior to approval. Our 4-step screening and hiring process is summarized below.

*In the spring of 2020, Edustaff transitioned to providing a virtual New Substitute Teacher Workshop due to the COVID-19 pandemic. We have now resumed our normal practice of conducting in-person workshops in areas where the school district is comfortable doing so. We are flexible, with the capability to hold our training workshops in person, virtually or a combination of both based on the school district's preference. If training is held in person, we will continue to take appropriate safety precautions for the current health environment.*

### Step 1: Online Employment Application

Our multi-step, online application provides a convenient way for aspiring employees to get started. Candidates will select the type of work that interests them, verify that they meet the minimum qualifications, and complete the required video module training for these roles.

### Step 2: New Substitute Teacher Workshop

For employees who will be working directly with students in the classroom, Edustaff has designed a New Substitute Teacher Workshop. This in-person, interactive training is designed to provide individuals with the tools and confidence to successfully manage a classroom. We also use this as a screening tool to identify any individuals who may not be an ideal fit for the classroom.

### Step 3: Application Processing

Our processing specialists thrive on efficiency, processing all complete employment applications within 48 hours of receipt. This step is crucial in placing employees in a school district as quickly as possible. We keep detailed electronic records for all employees, which are accessible to our partnering school districts through our district portal.

### Step 4: Approval

The final step is submission of an approval email to applicants to confirm their employment with Edustaff. If necessary, further communication will be provided with login credentials, allowing them to access the specific dispatch software system used by the school district. Under no circumstances will an applicant be able to work until they have received their Edustaff approval letter.





## Credentialing

Our Processing specialists verify that all paperwork is completed correctly and teaching certificates/licenses, substitute permits, background checks, and clearances have been submitted. Processors confirm that all employment paperwork meets state and federal standards and requirements, so districts can be assured that substitute employees who work in their schools are compliant.

### Compliance Guarantee

Ongoing monitoring and verification of employee credentials as outlined through local, state and federal policies occurs through our database, Manager, which has been specifically customized to manage the exact requirements for 580 partnering school districts. Employees are considered “Approved” in our system and can begin accepting assignments when all requirements have been met and credentials are current.

Upon being fully approved in our system, employee badges are provided to our substitute employees at no cost to the school district or employee. If requested by the district, employees are required to wear the badges while working in their schools.

Applicant tracking through our database will identify those employees who need updated credentials. We have created an automated follow-up process to notify employees 30 days prior to the expiration date of their credentials. If credentials are expired or missing, employees become “Not Approved” in our system and cannot accept assignments. Our Employee Services team assists employees with updating their credentials to prevent an interruption of employment. Updated documents will be scanned and uploaded to the employee’s file and can be viewed at any time.

The school district will have access to view employee information at any time via the Edustaff Manager portal. School district representatives may view standard information for all employees, approved employees, unapproved applicants, and termed employees. Credential details accessible through the Edustaff Manager portal include:

- Background Check
- Certification
- Conviction Disclosure
- Education Requirements
- Educational Documents
- Endorsements
- GCN Tutorials
- I-9 Documents
- Other Requirements
- Reference Check
- Status Information
- Substitute License/Permit



## Training

Edustaff prides itself on the responsibility of extensively training and educating our substitute employees. We provide customized training to all new classroom-based employees regarding school district, state, federal, and local policies and procedures. Our training may be customized to fit individual school district policies and procedures as needed. All initial job-related training requirements are outlined at [www.Edustaff.org](http://www.Edustaff.org).

### In-Person Training

After completing the initial job-related training requirements, our classroom employee training includes a two-hour in-person workshop. The goal of our training is for substitute teachers to be able to provide safe, structured learning environments that encourage student achievement. Created by teachers, this training workshop is reviewed annually to ensure the content provided is relevant and current. This interactive workshop focuses on the following areas:

- Successfully Preparing for your Assignment
- Responsibilities Prior to Student Arrival
- Clear, Age-Appropriate Introductions, Rapport-Building Ideas, and Setting of Expectations
- Classroom Management Strategies for the Elementary and Secondary Classroom
- The Importance of Following the Lesson Plan
- Emergency Procedures
- Additional Resources and Ideas
- Responsibilities for Closing out the School Day

### Global Compliance Network Online Training Modules

All Edustaff applicants will have required video module training as part of the approval process. Edustaff has partnered with Global Compliance Network (GCN) to provide training tutorials that meet district and state-mandated minimum compliance standards.

Applicants will then complete additional training modules specific to the role(s) in which they will be working. The list below is not exhaustive, but is a good indicator of the types of video training modules that are frequently required.

- |                                       |  |
|---------------------------------------|--|
| • A Guide to Substitute Teaching      | • Ethics & Boundaries for School Employees |
| • Active Shooter                      | • FERPA                                    |
| • Allergy Management                  | • Food Safety                              |
| • Bloodborne Pathogens                | • Seclusion and Restraint                  |
| • Bullying                            | • Sexual Harassment                        |
| • Child Abuse                         | • State & Federal Laws: K12                |
| • COVID 19: Plan, Prepare and Respond |  |





## Ongoing Training

### SubTalk® Video Series

As an employer in the K-12 industry, Edustaff values the concept of continual learning and development. One way we provide this opportunity for our substitute employees is through our very own developed and professionally produced SubTalk® video library. This collection of professional development videos provides specific training on a variety of topics pertinent to our classroom-based employees. We are continuously creating and revising the content of our SubTalk® library which may be accessed via YouTube or in the employee's personal Edustaff Account.



### Mentoring

Edustaff employs several team members with extensive experience in education and in the classroom. Guest teachers are our valued employees; we go beyond recruiting and training to also include mentoring if needed or desired.

We want our guest teachers to be successful. If there is a guest teacher who is struggling in the classroom and would benefit from some additional coaching, one of our team members will connect with the employee to provide additional support. As their employer, our team works to assist our guest teachers through coaching and equipping them with the skills they need to improve and be effective in the classroom.

### Evaluating Employee Performance

Edustaff strives to provide substitute employees who are professional, knowledgeable, and effective in the classroom. Our goal is that every classroom staffed with an Edustaff employee will be a well-managed, safe learning environment for students.

### Standards of Conduct

Substitute employees are expected to conduct themselves in a professional manner, perform accepted work duties with excellence, and always adhere to all Edustaff and school district policies and procedures. These expectations are clearly communicated to each Edustaff applicant prior to being approved for employment.





## Employee Performance Feedback

It is important to Edustaff that our employees perform at a high level in our partnering school districts. We listen to and value all school district feedback regarding our substitute employees. To make the feedback process simple for our partnering districts, we have created an Employee Performance Feedback (EPF) form. This form gives the opportunity to express concern and share suggestions on how underperforming Edustaff employees should be addressed. These concerns will be handled in a professional manner with the employee by our Human Resources team and the appropriate actions to move forward will be taken. On the flip side, districts may use this form to provide positive feedback for employees who are performing at a high level and making a difference in the lives of students.

Many times, hard-working and effective substitute teachers are not aware of the enormous impact they are making for a school system. We are delighted when we receive positive feedback about our employees from our district partners, and we celebrate those employees who go above and beyond to promote a positive learning experience. To show our appreciation, our team shares all positive feedback with our employees in the form of a certificate signed by Clark Galloway, the president of Edustaff, and Jodi Center, the director of Human Resources.

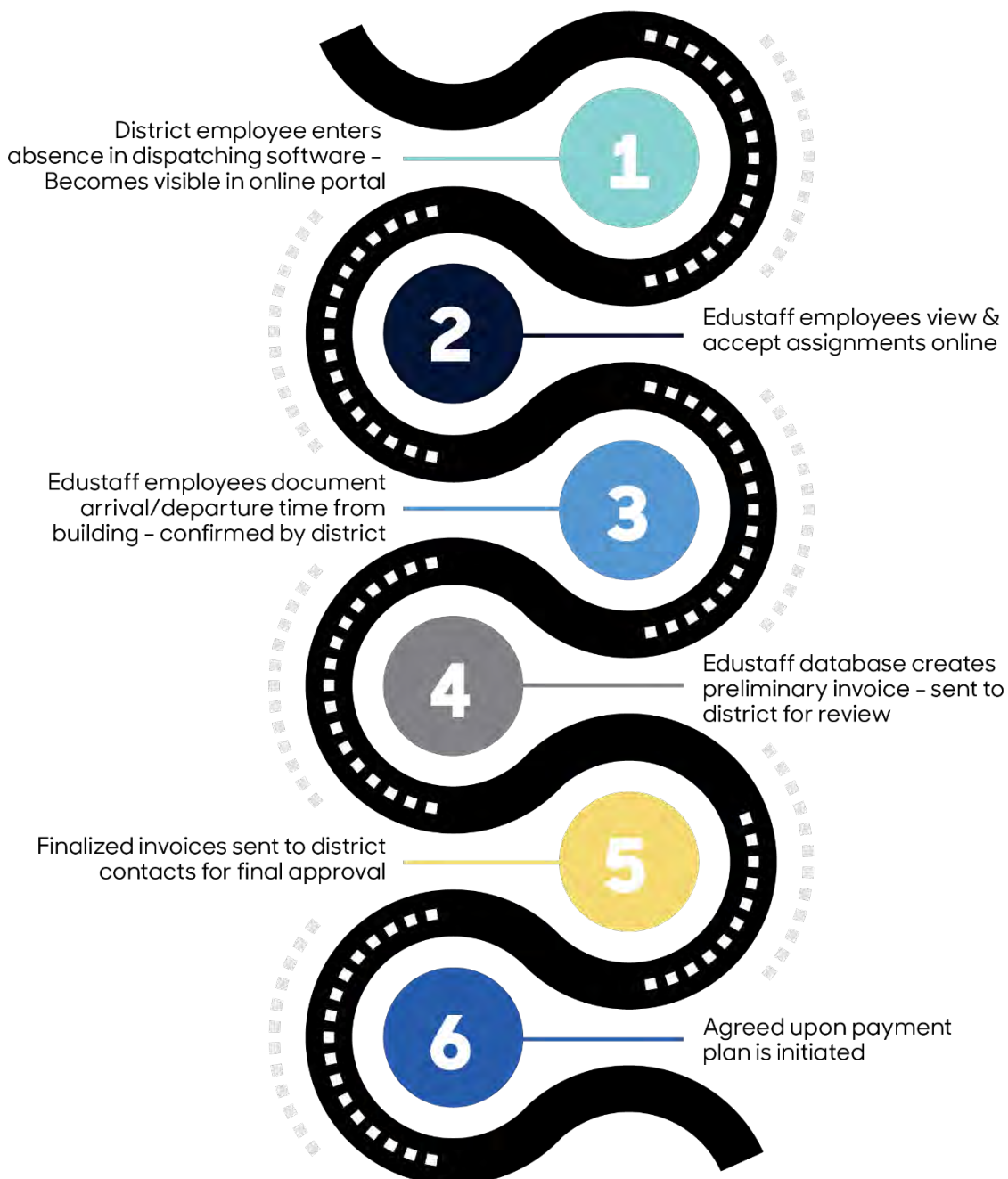




## Invoicing

The process map below outlines the steps from absence entry to employee payment:

### Filled Absence to Invoice Approval Process





## Invoicing

Edustaff makes managing the payroll process for our school district partners and substitute employees simple and hassle-free. Our Payroll Team will work with the school district administration at the building level to provide clean and accurate payroll with the ability to make adjustments at no additional cost to the school district.

Edustaff allows our partnering school districts to view, update, and approve preliminary invoices before payroll is processed. Following the reconciliation of all absences and/or other school district submitted payroll data, the school district's assigned payroll specialist will generate a preliminary invoice to be emailed to the school admin teams for review. School district staff may review the invoice and submit any necessary adjustments to the payroll specialist for correction. Upon making any requested changes, an updated invoice will be emailed back to the school district for approval. Final corrected invoices will be sent per request. Preliminary and final invoices will be emailed in both PDF and Excel format for convenience. Once invoices are approved, Edustaff will initiate the agreed-upon payment method.

### Sign In/Out

Upon arriving at a building for an assignment, substitute employees are trained to immediately sign in at the main office. The sign-in sheet allows the building secretary to track and monitor the date, arrival and departure times, and what staff member the substitute employee covered for. When departing from an assignment, substitute employees will sign out at the main office.

### Reconciliation

At the end of the pay period, the building secretary or other designated school district employee refers back to the sign-in sheets and reconciles (approves or denies) all absences in the school district's preferred dispatching system. If discrepancies arise, the building secretary can email or call the Edustaff assigned payroll specialist. The reconciliation of absences ensures substitute employees receive correct pay and the school district an accurate invoice.

### Adjustments & Credits

In the rare instance when a payroll error occurs, Edustaff will take the necessary steps to correct any discrepancies. If an underpayment from the school district occurs after an invoice has been processed, we will alert the school district and collect the needed funds via the next biweekly payroll or an out of cycle adjustment. If an overpayment from the school district occurs after an invoice has been processed, we will alert the school district and the overpaid funds will be credited within the next 48 hours.

Our streamlined payroll process will provide the following benefits to the school district. These benefits are unique in the K-12 staffing industry.

- Simple, flat-rate pricing
- No adjustment costs
- Ability to review & approve payroll
- No service fee for reimbursements
- No price escalators
- "As needed" payroll
- School district assigned payroll specialist
- PTO included – no net charge



## Edustaff Team Members

In order to provide the industry-leading level of customer service that Edustaff is known for, we have assembled a team with extensive experience in both business and K-12 education. These team members are responsible for ensuring that each Edustaff school district partner is provided service with the highest degree of excellence.

Our diverse team is comprised of individuals with experience in the public-school setting including superintendents, principals, business managers, human resource managers, and teachers. These team members have also gained many years of experience in K-12 educational staffing and are equipped to provide customized solutions for school districts. Our teams are structured in a manner to provide local hands-on service with administrative support from our home office.



### Executive Team

Our Executive Team is on hand at our corporate headquarters to oversee and coordinate the efforts of our Field Services Team as well as our home office support teams. The Executive Team is comprised of our most experienced and capable employees and is deeply committed to providing solutions to ensure our program runs efficiently in schools. They take the lead in monitoring and maintaining the quality of our service while keeping a close eye on emerging and changing needs for our partnering school districts.

### Field Services Team

Our Field Services Team is responsible for providing exceptional, in-person service to both our partnering school districts as well as our substitute employees. These team members excel in communicating with our district partners and the sub pool, building and maintaining relationships, and are personally available to answer questions and concerns as they arise.

### Operations Team

Members of our Operations Team perform the day-to-day support tasks necessary to service our partnering school districts and substitute employees. This team is available via phone, email, and live chat to respond to inquiries, resolve concerns, and offer guidance. Individuals on this team have a reputation for going above and beyond in their commitment to providing unmatched customer service to all who call upon them whether a school administrator, a substitute custodian, or anything in between.



## Executive Team



### **Clark Galloway, President**

Clark joined the Edustaff team in 2012 with several years of previous educational staffing experience.

Clark casts the vision for the organization in customer service expectations and leads Edustaff's team of employees by example.



### **Jodi Center, Executive Director of Human Resources**

Jodi joined the Edustaff team in 2016 with previous K-12 school district HR experience.

Jodi provides support for our partnering school districts and their human resources concerns. She works to ensure our staffing services are aligned with a school district's policies and acts as a liaison between the employee and our clients when concerns arise. In addition, her HR team addresses questions or concerns from substitute employees to assist with setting up health benefits and 401(k) plans and COBRA.



### **Paul Kennedy, Executive Director of Service Operations**

Paul joined the Edustaff team in 2012 with previous management experience.

Paul executes the commitments made to our partnering school districts and ensures that the day-to-day operations and tasks are performed promptly, accurately and in pace with the changing education environment. He ensures the "behind the scenes" inner workings are in place and our partnership with our clients runs very smoothly. He ensures federal, state and school district requirements are being followed to approve the sub pool, and offers continual and ongoing support to partnering school districts.



### **Dave Semon, Executive Director of Business Services**

Dave joined the Edustaff team in 2013 with previous experience working for Accounting and CPA firms.

Dave and his team handle all financial accounting to ensure that the billing process is as accurate and smooth as possible for our partnering school districts. He processes ACH transactions for school districts, manages accounts receivable and payable, and closes payroll by making sure all transactions are processed. Edustaff's payroll is processed in house – not through a third party.



### **Chad Bilkey, Executive Director of Sales**

Chad joined the Edustaff team in 2015. He is a graduate of Western Michigan University and has twenty combined years of teaching, coaching, and sales experience.

Chad works with an experienced team of Edustaff Sales Consultants across the county and represents Edustaff at a variety of professional conferences nationwide.





## Field Services Team



### **Ernest Tisdale, National Relationship Director**

ETisdale@Edustaff.org, p: 877.974.6338 x124

Ernest joined Edustaff in 2015 with a background in business. He has an MBA from Cornerstone University and a bachelor's degree in management from Davenport University. Ernest is the primary contact for our partnering school districts and ensures all school district requests and concerns are handled effectively. He assists school districts with setting up new employee types; monitors the school district's fill rates; addresses human resources related concerns; responds to questions regarding our working relationship; assists with general payroll concerns; attends board of education meetings; and develops marketing plans to offer maximized services.

### **Local District Service Representative**

We will work with the school district to interview and hire a highly qualified and credentialed local district service representative. This representative can either be housed in a local office or onsite at the school district. The district service representative supports the needs of partnering school districts in collaboration with Ernest. They find new, highly-qualified candidates for contracted positions; contact, track, and assist applicants through the application process; call and text the sub pool to fill assignments; post position openings; recruit new applicants at job fairs, colleges/universities and community events; develop and execute new recruiting efforts while monitoring the weekly report; present two-hour New Guest Teacher Workshops; submit new application files to processing department; onboard emergency hires; distribute marketing material; pull requested reports; and respond to all employee emails and calls within 24 hours.



### **Brogan Gapczynski, Field Services Coordinator**

bgap@Edustaff.org, p: 877.974.6338 x 116, cell: 989.306.1869

Brogan joined the Edustaff team in 2014. She has a background in education and was a former substitute teacher. Brogan has an associate of applied science teacher paraprofessional degree from Lansing Community College.



### **Karley Burke, Field Services Coordinator**

kburke@Edustaff.org, p: 877.974.6338 x 236, cell: 336.552.3856

Karley joined Edustaff in 2019 following five years in education. She earned a bachelor's degree in elementary education from the University of North Carolina at Charlotte and a master's degree in sport management from Wingate University.

Brogan and Karley work with all district service representatives to ensure recruiting standards are properly maintained across the organization. They train onsite district service representatives, provide immediate support from the home office if our representative needs assistance, and relate feedback from the representatives to our Operations Team to ensure our procedures are current, user friendly, and efficient.



## Operations Team



### **Nadine Sulzener, Director of Integration Services**

Nadine joined the Edustaff team in 2010 with previous educational experience. She has an associate of applied science degree from Henry Ford Community College.

Nadine creates personalized implementation plans for new partnering school districts and meets with school district administration on the implementation process to ensure a smooth transition. The responsibilities of Nadine and her team include managing the overall payroll process; creating new and custom pay designs; distributing requested invoices; controlling absence management systems; training of Edustaff's *Manager* database; and overseeing the newly partnering school district's satisfaction. Nadine and her team have transitioned hundreds of newly partnering school districts successfully.



### **Carrie DeJong, Manager of Employee Services**

Carrie joined the Edustaff team in 2013 with years of previous experience working in schools and with children. She was actively involved in her children's schools and assisted with athletic boosters, attended PTO meetings, and took part in various other volunteer opportunities.

Carrie assists with creating implementation plans for new partnering school districts and meets with school district administration to set up and administer any and all school district requirements. Her responsibilities include training school district employees on Edustaff's *Manager* database; managing background check processes and individual school district requirements; and overseeing the employee services and processing teams.



### **Kevin Clark, Manager of IT**

Kevin joined the Edustaff team in 2013 with previous IT services experience in both general support and focused application development for schools, businesses, churches, government agencies, and enterprise-level environments. Kevin has a bachelor's degree in computer information systems from Davenport University.

Kevin manages Edustaff's *Manager* database which allows school districts to view substitute employee information and files. His responsibilities include answering school district questions regarding *Manager*; managing the IT team and ensuring all IT systems are accessible to school districts and employees; making sure all requirements added by the implementation team are properly working and functioning in our database; ensuring newly developed products have user-friendly platforms and meet school district needs, and monitoring security and malware threats.

Edustaff's IT services are developed and provided in-house, not through a third party, to ensure our partnering school districts' requests are created exactly as they asked.





## Edustaff Home Office Teams

### **Employee Services**

It is important for our customers and employees to be able to easily reach and speak with an Edustaff in-house representative. Our employee services team is readily available to answer questions and help with a variety of topics from 7:30 a.m. to 7:30 p.m. EST Monday through Friday. This team has a variety of responsibilities including answering incoming calls, responding to inquiries via online live chat feature or email, updating employee file changes, and communicating information to school districts and employees on company initiatives.

### **Marketing**

The marketing team develops customized tools to recruit employees to the school district. Some of the primary products produced include promotional flyers, business cards, yard signs, and banners to be displayed in high visibility areas. These same materials will also be displayed digitally throughout our various social media outlets and if possible, directly on the school district website. This team will make sure the community is well aware of the opportunities to work in a school district.

### **Payroll**

The primary purpose of our payroll department is to ensure that our substitute employees receive their wages on time with the correct deductions and necessary withholdings. This is a meticulous, detail-oriented team that takes great pride in producing accurate, timely payroll for every pay period.

The school district will be assigned a specific payroll specialist to work with directly, whom the district may call or email at any time. That same convenience is provided to our employees as well. There are no confusing communication channels to navigate or long lapses in time between communications. This team is ready to serve when called upon.

### **Processing**

Efficient and accurate application processing is critical to moving applicants through the employment process as quickly as possible. Our processing team gets to work promptly on all applications and normally completely processes a file in 48 hours. From that point this team communicates directly with applicants, so they are aware of their status and if any further information is available. This team thoroughly assesses every employment requirement, credential, and background check prior to approval for employment with Edustaff.



## Edustaff Pricing Offer for Equalis Group Member Districts

### Edustaff Simple Pricing Advantage (Client Initiated Payment Plan within 30 Days):

Pay as you go pricing model based upon actual data. No upfront deposit. Contracted billing rate remains the same for contract duration (No annual CPI increases).

Wage Base and Contract Rate: Wages for contracted employees shall be established by the Client with input from Edustaff on an annual basis. The following contract rates are based upon paid gross wages.

#### Pricing

Substitute Teachers & Paraprofessionals: 33% of Gross Payroll

Other common employee types:

Substitute Clerical Staff:	33% of Gross Payroll
Substitute Food Service Staff:	35% of Gross Payroll
Substitute Nurses:	36% of Gross Payroll
Substitute Custodians, Maintenance Staff	39% of Gross Payroll
Substitute Bus Aides/Bus Monitors	40% of Gross Payroll

### Edustaff Pricing Option Includes:

- Full-Service Staffing Partnership
- Red Rover absence management system or reimbursement for system of district's choice
- Local Edustaff District Service Representative/Trainer with regional and corporate support teams
- Onboarding incentive pay and prioritization for existing sub pool transition
- All Marketing, Recruiting, & Advertising programs and materials
- ACA liability tracked and paid by Edustaff, not billable to Client
- HR and Payroll Administrative Support Functions
- No advance payments or deposits for Client
- No additional fees for direct hire of Edustaff employees for non-substitute positions

### Rate locked for duration of contract with only one condition:

If payroll taxes, governmentally required benefits, or other taxes/assessments increase during the contract period, our contract rate will increase proportionately with an option for our client to reopen the terms of the agreement.



# PAYROLL TIMELINE

## PRIOR FRIDAY

### School District:

- Building level daily reconciliation of absences to keep payroll information fresh

(End of Pay Period)

## Monday/Tuesday

### School District

- Final reconciliation and audit of absences for prior two weeks by 3 p.m. EST on Tuesday

## Wednesday

### Edustaff:

- Initial draft invoice sent to school district administration for review/approval

## Thursday/Friday

### School District

- Reviews invoice and sends any adjustment requests (if needed)
- Final adjustments due by Friday at 11 a.m. EST

### Edustaff:

- Invoice correction and resubmission
- Final corrected invoice sent by Friday at 11 a.m. EST
- Agreed-upon payment plan initiated

## Following Monday

### Edustaff:

- Edustaff employees are able to view pay stub and detailed payroll information
- Edustaff initiated ACH from district account (If on ACH payment plan)

## Tuesday

### Edustaff:

- Edustaff employees pay day



## Sample Invoice



Invoice #: EDU-32010-2019020801-12  
Example Community Schools  
Invoice for Pay Date: Friday February 08 2019

Pay Schedule	Pay Period Start	Pay Period End
Payroll 2	Jan. 20, 2019	Feb. 2, 2019

AESOP Employees					
Normal Pay					
<b>Boyle, Kathy (926939870)</b>			<b>\$80.00</b>		<b>\$108.00</b>
Aldenkamp, Davena (711879)	Substitute Teacher - Standard		\$40.00		\$54.00
01/25/2019 343266039	Half Day PM		\$40.00	1.35%	\$54.00
Sick Day					
Hunnicut, Kerensa (710598)	Substitute Teacher - Standard		\$40.00		\$54.00
01/25/2019 341746551	Half Day AM		\$40.00	1.35%	\$54.00
Conference					
ExtIDs 100-12212401					
<b>Habana, Noreen (Habana)</b>			<b>\$80.00</b>		<b>\$108.00</b>
Dixon, Mahalia (729315)	Substitute Teacher - Standard		\$80.00		\$108.00
01/25/2019 340986672	Full Day		\$80.00	1.35%	\$108.00
Other					
<b>Osentoski, Jim (926939917)</b>			<b>\$160.00</b>		<b>\$216.00</b>
Dickenson, Arnout (712486)	Substitute Teacher - Standard		\$160.00		\$216.00
01/22/2019 343418536	Full Day		\$80.00	1.35%	\$108.00
Personal Day					
ExtIDs 100-1111241					
02/01/2019 344746639	Full Day		\$80.00	1.35%	\$108.00
Bereavement					
ExtIDs 100-1111241					
<b>Smith, George (43296)</b>			<b>\$160.00</b>		<b>\$216.00</b>
Van Veen, Ellis (712879)	Substitute Teacher - Standard		\$160.00		\$216.00
01/24/2019 342065856	Full Day		\$80.00	1.35%	\$108.00
Conference					
01/25/2019 342065856	Full Day		\$80.00	1.35%	\$108.00
Conference					
<b>Steinbis, Joann (926939931)</b>			<b>\$80.00</b>		<b>\$108.00</b>
Herbertson, Augustus (712469)	Substitute Teacher - Standard		\$80.00		\$108.00
01/25/2019 340617875	Full Day		\$80.00	1.35%	\$108.00
Other					
ExtIDs 100-1111240					
<b>Swartzendruber, Autumn (2647)</b>			<b>\$80.00</b>		<b>\$108.00</b>
Ayton, Chalice (712869)	Substitute Teacher - Standard		\$40.00		\$54.00
01/22/2019 339684493	Half Day AM		\$40.00	1.35%	\$54.00
Personal Day					
Sheppard, Campbell (711411)	Substitute Teacher - Standard		\$40.00		\$54.00
01/25/2019 343039547	Half Day AM		\$40.00	1.35%	\$54.00
Field Trip					

Income Type	Pay Type	Gross	Contracted
AESOP Employees	Normal Pay	\$640.00	\$864.00
	<b>Total:</b>	<b>\$640.00</b>	<b>\$864.00</b>





## Summary

Edustaff understands the importance and magnitude of selecting the best staffing provider for the specific needs of the school district. The information shared in this response is intended to provide a sense of who we are, the motives behind our actions, our commitment to excellence, and an idea of why we are the undisputed national leader in school district satisfaction for substitute staffing services.

We take great pride in the work we do and want the school district to experience what makes Edustaff a different kind of staffing company. If the opportunity is presented, our team would value spending some time with you and sharing in more detail why we would be an excellent partner for CCOG and its member districts.

Edustaff will adhere to all regulations and requirements set forth by the state, the school district, and CCOG.





# Certificate of Liability Insurance



EDUSLLC-01

KPEREZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>BHS Insurance</b> <b>3055 44th St SW</b> <b>Grandville, MI 49418</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (616) 531-1900</b>		<b>FAX (A/C, No): (616) 574-3317</b>	
		<b>E-MAIL ADDRESS:</b>			
		<b>INSURER(S) AFFORDING COVERAGE</b>			
		<b>INSURER A : Philadelphia Insurance Co.</b>			
		<b>INSURER B : The Hartford</b>			
		<b>INSURER C : Accident Fund Co</b>			
		<b>INSURER D :</b>			
		<b>INSURER E :</b>			
		<b>INSURER F :</b>			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		X	PHPK2342487	12/7/2021	12/7/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 <b>ABUSIVE ACT LIA</b> \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			81UECBK9960	12/7/2021	12/7/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PHUB790725	12/7/2021	12/7/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH) If yes, describe under: DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6121051	12/28/2021	12/28/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime/Employee Fidel			PHSD1670013	12/7/2021	12/7/2022	
A	Professional Liabili			PHPK2342487	12/7/2021	12/7/2022	Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 General Liability - Insured includes: Employees, including a staffing services worker. Staffing Services Worker means a person who is furnished by you to your client to perform the duties to which you have agreed.

Professional Liability - Insured includes: employees (includes Staffing Services Worker furnished by you to your client to perform the duties to which you have agreed) for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

### CERTIFICATE HOLDER

\*\*\*For Informational Purposes\*\*\*

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

ACORD 25 (2016/03)

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## W-9

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>EDUStaff LLC</b>		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>P</b> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>4120 Brockton Dr. SE, Suite 200</b>	Requester's name and address (optional)	
6 City, state, and ZIP code <b>Grand Rapids, MI 49512</b>		
7 List account number(s) here (optional)		

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
2	7	-	3	2	2	9	0	4

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ► <b>12/1/2018</b>
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#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



April 25, 2023

RE: EDUstaff, LLC Bank Reference

To Whom It May Concern,

EDUStaff, LLC has been a customer of Huntington Bank since 2010. As of the date of this letter, all accounts have been handled as agreed. Below is a summary, in RMA abbreviation, of its relationship with Huntington Bank.

Deposit Accounts – 1 account

Previous 12 months aggregate average balances are a moderate 7 figure amount.

Term Loans – None

Line of Credit – None

If you have any questions, please feel free to contact me.

Respectfully,

Earl VanOpstall  
Vice President  
Huntington Bank