



REQUEST FOR PROPOSAL

RFP# 21301

For

DEPARTMENT OF INFORMATION TECHNOLOGY SERVICE DELIVERY

FOR THE CLEVELAND MUNICIPAL SCHOOL DISTRICT
DBA: CLEVELAND METROPOLITAN SCHOOL DISTRICT
BOARD OF EDUCATION, 1111 SUPERIOR AVENUE E, SUITE 1800
CLEVELAND, OHIO 44114

UNDER THE DIRECTION OF THE DEPARTMENT OF INFORMATION TECHNOLOGY FOR THE BOARD OF
EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT CUYAHOGA COUNTY, OHIO

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Part I: Notice of Request for Proposal #21301

Separate Sealed proposals for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on June 23, 2020**. **Mailing of RFP responses are encouraged. However, hand deliveries will only be accepted from 11:00 AM to 1:00 PM June 23, 2020.** This RFP will not be publicly opened.

DEPARTMENT OF INFORMATION TECHNOLOGY SERVICE DELIVERY

Copies of Instructions to Proposers, Specifications, and Drawings may be obtained directly from the District's Webpage. Go to clevelandmetroschools.org/purchasing and click on the RFP number. If you require assistance, please email seletha.thompson@clevelandmetroschools.org or (216) 838-0418.

There will be a Pre-Proposal Conference for this RFP on **May 28, 2020 at 2:00 PM**. The Pre-Proposal Conference will be held via Conference Call. Please dial in at **888-273-3658; Access Code 7728891**. Attendance is not mandatory but encouraged.

All questions and correspondence related to this RFP must be submitted in writing ONLY by **12:00 pm on May 29, 2020** at seletha.thompson@clevelandmetroschools.org. All questions with corresponding answers will be sent to every prospective vendor and posted on the website no later than June 9, 2020. Any errors and/or omissions reported will be addressed via Addenda.

No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.

The Cleveland Metropolitan School District reserves the right to reject any and all Proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional Proposals.

The Cleveland Metropolitan School District does not discriminate in educational programs, activities or employment on the basis of race, color, national origin, sex, age, religion or disability.

The new Uniform Grant Guidance, 2 CFR200 (UGG) went into effect for Cleveland Metropolitan School District (CMSD) on July 1, 2018 and will apply to awards or funding increments issued on or after this date. Purchases funded by federal grant funds must adhere to regulations found in Uniform Guidance "Super Circular", 2 CFR 200 (UGG), as a condition of receiving funds and to meet annual audit compliance. In an effort to keep policy for all grants consistent, the CMSD has implemented the new federal guidelines regarding procurement utilized with federal grants.

Proposers on this work shall be required to comply with all applicable requirements pertaining to fair labor, state and local government.

M. Angela Foraker
Executive Director of Procure to Pay
May 19, 2020

Section I: Instructions to Proposers

SCOPE: DEPARTMENT OF INFORMATION TECHNOLOGY SERVICE DELIVERY

1. All proposals shall be made upon the proposal Form (s) furnished. All information requested in the RFP must be filled in legibly and complete with blue ink signatures, or the Proposal may be considered non-responsive. No oral, telephonic, or telegraphic proposals or modifications will be considered. **Proposals shall be submitted in an opaque envelope, and the RFP name and number must be on the outside envelope of submittals including shipping labels.**
2. Proposals are due at the Cashier's Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Cleveland, Ohio 44114, before **1:00 pm. current local time on June 23, 2020. Mailing of RFP responses are encouraged. However, hand deliveries will only be accepted from 11:00 AM to 1:00 PM June 23, 2020.** Proposals will not be opened publicly.
3. All submissions must include **one (1) original, with blue ink signatures, three (3) paper copies of the proposal, and one (1) electronic copy of the proposal on a flash drive.** Vendors who do not comply with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Proposal will be disqualified. This applies to copies only.

Proposals that are submitted must include:

- a. Completed Proposal Form(s) including evidence of State certification to perform the work required.
- b. Signed Acknowledgement for Instructions to Proposers
- c. Signed and notarized Proposer's Qualification Form.
- d. Completed Addendum Acknowledgement Form acknowledging all addenda issued (if applicable).
- e. Signed Conflict of Interest Form.
- f. Completed and notarized Non-Collusion Affidavit.
- g. Completed and notarized EOA Compliance Declaration documents.
- h. Completed and notarized Diversity Business Enterprise Participation Forms.
- i. Completed addendum acknowledgement form acknowledging all addenda issued (if applicable).
- j. Properly executed Affidavit and/or Company Board of Directors Resolution authorizing certain person(s) to sign legal documents such as the Proposal Form, Proposer's Qualification Form, etc.

4. **Proposer acknowledges that all material and information responsive to the specifications must be furnished or the proposal may be deemed non-responsive and not considered.**
5. No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.
6. The Cleveland Metropolitan School District reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional proposals.
7. Proposer understands and agrees that subsequent to submission of the proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the proposer.
8. Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.
9. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
10. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
11. Proposer further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the RFP.
12. Proposer must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.
13. Proposer shall not include Ohio Sales tax in the price quoted. The Cleveland Metropolitan School District will provide a tax exempt certificate to the proposer upon request.
14. **SECURITY:** Vendor's workmen, foremen, other personnel, and subcontractors who will be working on District property will be required to meet Cleveland Metropolitan School District security requirements. Vendor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off the project and without prejudice or recourse to CMSD.
 - Vendor agrees to successfully complete background checks on all of its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such person has been convicted of, or pleaded guilty to, any criminal offense enumerated in O.R.C. 3319.39(B) or equivalent provisions under the laws of another state or the Federal Government.
15. **INSURANCE:** The successful company, their subcontractors and suppliers of labor and/or materials for this project on behalf of the Cleveland Metropolitan School District, including organizations having personnel, equipment, and vehicles on District property, shall provide evidence of insurance as follows:

- | | |
|---|---|
| a. Commercial General Liability: | Including limited contractual liability
\$1,000,000.00 Limit of Liability
(Per occurrence) |
| b. Automobile Liability: | Including non-owned and hired
\$1,000,000.00 Limit of Liability
(per occurrence) |
| c. Workers Compensation: | Workers compensation and
employer's insurance to the full extent as required
by applicable Law |

This requirement must be fulfilled by the successful vendor providing the Purchasing Office of the CMSD with a current Certificate of Insurance (standard ACORD form), showing the Board of Education of the Cleveland Municipal School District as an additional insured (Certificate Holder does not constitute being an additional insured), within five (5) days of Notice of Intent to Award Agreement. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the District.

The required insurance must be provided by a company licensed by the State of Ohio, which company must be financially acceptable to the Administration of the Cleveland Municipal School District

The School District is not liable for vandalism which results in damage(s) to the property or vehicles of the Vendor. The school District will not reimburse for private insurance deductibles for such vandalism.

Vandalism damage is defined as damage resulting from criminal conduct for which an individual may (but not necessarily be processed under the Ohio Revised Code.

- 16. DIVERSITY BUSINESS GOAL:** The Diversity Business and Vendor Contract Compliance Programs shall make every good faith effort to ensure that certified diversity business enterprises in the Cleveland Metropolitan School's relevant geographic market area shall be afforded the maximum opportunity to compete for contracts, services, and purchases. The general goals for diversity business participation are: 15% for services, 20% for goods and supplies, and 30% for maintenance, construction, and repair.

Non-diversity vendors will have their diversity business participation counted toward their goal attainment only with minority vendors who are certified and demonstrate previous experience in the respective business classification of the prime contractor. Only direct participation in the subcontract will be counted toward diversity business enterprise goal attainment.

Vendors shall refer to Section V of this RFP for further information and requirements on the District's diversity goals.

The diversity business goal for this RFP is: 15% for Services

- 17. REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFP must be directed to: seletha.thompson@clevelandmetroschools.org. Answers to any questions shall be in writing and shall be sent to all firms who are on record with the District as having received a copy

of this RFP. It is therefore imperative that firms provide full and accurate contact information to the District. The name of the party submitting the question will not be identified in the answers. Firms considering responding to this RFP are strictly prohibited from communicating with any member of District's staff or representatives of the Owner except as set forth in this section.

18. **EVALUATION CRITERIA.** Evaluation of the proposal will be based upon several factors including, but not limited to: competence to perform the required services as indicated by the training, education and experience of the firm's personnel, especially the training, education and experience of the employees who would be assigned to perform the services; ability in terms of workload and availability of qualified personnel, equipment and facilities to perform the required services competently and expeditiously; past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work and meeting of deadlines; and other similar factors. The District is not required to select the firm that submits the lowest cost proposal for providing the services. In the event the District is unable to negotiate a satisfactory contract with the selected firm, the District may terminate negotiations with that firm and enter into negotiations with another firm submitting that submitted a proposal.
19. The Vendor authorizes the District and its representatives to contact the owners and professionals on projects on which the Vendor has worked, and Vendor authorizes such owners and professionals to provide the District with a candid evaluation of the Vendor's performance. By submitting its proposal, the Vendor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Vendor will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.

Part II: District Related Forms

Required Purchasing Division Documents and Instructions

Section I: Addendum Acknowledgement Form for RFP #21301

Having read and examined the Request for Proposal Documents, including the specifications, prepared by the Cleveland Metropolitan School District for the above-referenced Project, and the following Addenda:

Addendum Number

Date of Receipt

Proposer: _____

The undersigned Vendor proposes to perform all work for the applicable contract, in accordance with the contract document for the proposed sums.

Failing to acknowledge a published Addendum may cause your response to be rejected

Signature: _____ Date: _____

Section II: Acknowledgement

(Name of Company)

Hereby acknowledges receipt of this Request for proposal and the reading of these Instructions to Proposers.

We further agree that if awarded the contract, we will submit the required Performance Bond and Insurance Certificate within five (5) days of written notification that the District has adopted a resolution authorizing the encumbrance of funds for the project. We understand, however, that a formal written contract, similar to the one contained in the RFP Package, will need to be executed and purchase order issued by the District before we have any vested contractual rights. Wherever, we agree to commence the work as required herein and timely complete the project pursuant to the Specifications by the date stated in the Notice to Proceed.

By: _____
(Name and Title)

Date: _____

Section III: Vendor Request Form

VENDOR INFORMATION

VENDOR NUMBER
(IF APPLICABLE) _____

VENDOR NAME _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NO. _____ FAX NO _____

Area Code Number *Area Code Number*

E-MAIL ADDRESS _____

PRIMARY CONTACT PERSON _____

REMIT TO (IF DIFFERENT FROM ABOVE)

VENDOR NAME _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NO. _____ FAX NO _____

(Area Code) Number *(Area Code) Number*

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

NOTE: VENDOR NAME AND TAX ID NUMBER MUST BE AS FILED WITH THE INTERNAL REVENUE SERVICE.

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS ENTERPRISE: YES ☐ NO ☐

MINORITY BUSINESS ENTERPRISE: YES ☐ NO ☐

FEMALE BUSINESS ENTERPRISE: YES ☐ NO ☐

Section IV: Taxpayer ID Form

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 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																													
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																															
2 Business name/disregarded entity name, if different from above																																															
Print or type. See Specific Instructions on page 3.	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 type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: 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 not 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.</small>																																														
	<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.		Requester's name and address (optional)																																													
6 City, state, and ZIP code																																															
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 <i>How to get a TIN</i>, later.																																															
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center; font-size: small;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr><tr><td colspan="9" style="text-align: center; font-size: small;">or</td></tr><tr><td colspan="9" style="text-align: center; font-size: small;">Employer identification number</td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>	Social security number																		or									Employer identification number																	
Social security number																																															
or																																															
Employer identification number																																															
Part II Certification																																															
Under penalties of perjury, I certify that:																																															
1. 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																																															
2. 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																																															
3. I am a U.S. citizen or other U.S. person (defined below); and																																															
4. 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 ▶ _____																																													
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 . 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: <ul style="list-style-type: none">• 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) <p style="margin-left: 20px;">Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p style="margin-left: 20px;">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.</p>																																															

Section V: No Proposal Form

RFP #21301

This form must be completed only if vendor is not submitting a proposal

To all prospective bidders/proposers:

Each company or person receiving this package has at some point in time requested to be placed on the proposal list of the Cleveland Metropolitan School District for this product and/or service.

It is the intent of the District to update this list subsequent to the contract cycle. Please note the following and take action accordingly.

If you are making a bid/proposal this cycle, disregard the remainder of this letter. Your name will remain on the active proposer list.

_____ (1) If you are not making a bid/proposal this cycle, but want to remain on the active proposer's list for the future RFPs, place a check mark in the box to the left. Complete the name and address section below and return this letter to Purchasing at the address below.

_____ (2) If you do not wish to remain on the active proposer's list, place a check mark to the left. Complete the name and address section below and return this letter to Purchasing at the address below.

Name of Company: _____

Company Representative: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

Date: _____

Section VI: Certificate of Debarment



Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

Section VI: Certificate of Debarment Pg. 2

- 2 -

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Section VII: Conflict of Interest Form

Statement of Potential Conflicts of Interest

Vendor Name:	Primary Contact:
Address 1:	Telephone #:
Address 2:	Fax #:
City:	Email:
State, Zip:	Website:

Cleveland Metropolitan School District (CMSD) adheres to Ohio Ethics Law and strictly follows the opinion of the Ohio Ethics Commission. As such, each vendor is requested to submit this statement declaring any potential conflicts of interest in doing business with the District. Please answer the following two questions providing all requested information.

1. Are any current Cleveland Metropolitan School District (CMSD) employees, Cleveland Board of Education members, or any of their immediate family members, also members of the vendor's board of directors, hold any officer position with the vendor, or own any shares of any stock issued by the vendor?

Yes_____ No_____

If **Yes**, and if the CMSD employee, CMSD board member, or immediately family member is a member of the vendor's board of directors or holds an office with the vendor, please state the person's name and position with the vendor.

Name:_____

Position:_____

If **Yes**, and if the CMSD employee, CMSD board member, or immediate family member owns share of any stock in the vendor organization or company, state the percentage of all outstanding company shares owned by the CMSD employee or board member.

_____%

2. Are any current CMSD employees, CMSD board members, or any immediate family members also employees of the vendor?

Yes_____ No_____

If **Yes**, please state the person's name and provide a description of their job duties for the provider:

Name:_____

Job Duties:_____

If **Yes**, please describe the contact that the vendor will have with the CMSD employee or CMSD board member in the course of providing services to the District:

CERTIFICATION

I do hereby certify that the foregoing statements are true and accurate, and that my signature below attests to the authenticity of my identity as the person actually signing this form. This document is not a contract. In order for a binding Agreement to exist, a signed Agreement will be required prior to any legally binding commitment by the District.

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

_____, and answers to all the
(organization)
foregoing questions and all statements therein contained are true and correct.

(signature)

Subscribed and sworn before me this ____ day of _____, 20____

Notary Public: _____

My commission expires: _____

Section VIII: Proposer Qualifications Form

Proposer must answer all questions or attach a written explanation for each question.

PROPOSER NAME: _____

ADDRESS: _____

CITY; STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

1. What type of organization? (i.e. corporation, partnership, etc.)
2. How many years has your organization been in business?
3. How many years has your organization been in business under its current name?
4. List any other aliases your organization has utilized in the last two years and the form of Business
5. If you are currently a corporation, list the following:
 - a. State of incorporation
 - b. Date of incorporation
 - c. President's name
 - d. Secretary's name
 - e. Treasurer's name
 - f. Statutory agent's name

- g. Name of shareholders, if less than 10
 - h. Principal place of doing business
6. If you are currently in a partnership, list the following:
- a. Name and address of all general and limited partners.
 - b. Original name and date of organization's inception
7. If you are neither a corporation nor a partnership, please describe your organization and list principals.
8. Are you legally qualified to do business in the State of Ohio?
9. Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?
10. Has your organization ever been (i) declared by a customer to be in default under a contractor and/or (ii) sued by a customer for failure to completely a contract or properly perform services in a timely manner? If yes, please state where, when, and why.
11. Has your organization ever been cited by a local, county, state, or federal authority for violation of a regulation or statute or failing to timely complete a contract in accordance with specifications? If yes, please state date, agency, and final disposition.
12. Has your organization ever filed for bankruptcy? If yes, please state where, when and why?
13. On a separate sheet, list the major customers for whom your organization has provided this type of equipment or service in the past five years. Include owner's name and type of work performed.
14. Has your organization ever been sued by a supplier for failure to timely pay for materials or equipment provided? If yes, please provide details.

15. What is the dollar limit of your firm's General (CLS) Liability Insurance?

Name of insuring company: _____

Policy number: _____

16. What is the dollar limit of your firm's Automotive Liability Insurance?

Owned vehicles _____

Non-Owned vehicles _____

Name of insuring company _____

Policy number _____

17. List the name and address of every person having an interest in this RFP.

18. Has any federal, state or local government entity ever cited or taken any action against your organization or any of its principals for failure to pay or remit any taxes including but not limited to income, withholding, sales, franchise, or personal property taxes? If yes, please give name of agency, date and amount of taxes overdue and resolution of the issue.

19. Is your organization and its' principals current in payment of personal property taxes?

20. The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed, for debarment or suspension, declared ineligible, or voluntarily excluded from participation in this transaction by any State and/or Federal Department or Agency.

21. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this RFP.

Notarized Statement

_____ being duly sworn and deposes says
that he/she is the _____ of
(title)

_____, and answers to all the
(organization)
foregoing questions and all statements therein contained are true and correct.

(signature)

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public: _____

My commission expires: _____

Section IX: State of Ohio Insurance

Sample: State Of Ohio Insurance

S A M P L E

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

As Superintendent of Insurance of the State of Ohio, I

do hereby certify that _____

a corporation located at _____

in the State of _____

with the laws of this state applicable to it, and is

authorized to transact in this state its appropriate

business of insurance as prescribed under Section 3941.02.

of Ohio, including Fidelity Insurance.

From _____ 20_____, until _____

In witness whereof, I have hereunto
subscribed my name and caused my
seal to be affixed at Columbus, Ohio
this day and date.

Superintendent of Insurance of Ohio

Section X: Sample Certificate of Liability Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)	
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 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).					
PRODUCER			CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:		
INSURED			INSURER(S) AFFORDING COVERAGE		NAIC #
			INSURER A:		
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
			INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
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.					
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A			
					LIMITS EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)					

CERTIFICATE HOLDER	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
---------------------------	--

Section XI: Non-Collusion Affidavit

This Affidavit must be executed and shall accompany the proposal in order for the proposal to be considered.

NON-COLLUSION AFFIDAVIT State of Ohio, Cuyahoga County

_____, being first duly sworn, deposes and says that

he/she is _____ of _____

of the party making the foregoing proposal; that such proposal is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal, or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or any other proposer, to fix any overhead, profit or cost element of said proposal price, or of that of any proposer, or to secure any advantage against the Board of Education of the Cleveland Metropolitan School District, or any person or persons interested in the proposal; and that all statements contained in said proposal are true; and further that such proposer has not, directly or indirectly, submitted this proposal, or the contents thereof, or divulged information or data relative thereto to any Association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____

Section XII: Diversity Business Enterprise Participation Forms

PROGRAM OVERVIEW

It is the goal of the Diversity Business Enterprise (DBE) program to ensure the firms owned and/or controlled by minorities and women have the opportunity to compete for any expenditure of funds including but not limited to contracts, lease purchase, requisitions, and all forms of equipment, work services, materials, construction, etc.

The DBE program shall make every good faith effort to ensure that certified DBE's in the relevant Cleveland Municipal School District geographic market have the maximum opportunity to proposal for contracts. The Cleveland Municipal School District geographic market is Cuyahoga, Summit, Lake, and Lorain counties.

The District has established goals for DBE participation in all contracts that it awards. The goals range from 15 to 30 percent and vary by the type of contract awarded:

- 15% Service Contracts
- 20% Goods and Supplies
- 30% Maintenance/Construction Repair

A Diversity Business Enterprise encompasses Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs)

A DBE is an enterprise in which minorities, African Americans, Native Americans, Hispanic or Latin Americans, Asian Pacific Islander Americans, and/or women own at least 51% of the shares of stock or controlling interest.

A FBE is a female-owned enterprise with at least 51% of the shares of stock or controlling interest, which is held by female.

A company may be in compliance with the District's DBE program although the applicable numerical goal is not met if a company makes a good faith commitment to comply with DBE regulations. The Purchasing Director determines whether a company has made a good faith commitment.

DBE requirements under certain circumstances can be waived by the district with convincing proof of good faith efforts.

TERMS AND CONDITIONS OF NOTICE AND REQUIREMENTS TO ENSURE DIVERSITY BUSINESS ENTERPRISE (DBE) OPPORTUNITY

Definition of DBE: A Diversity Business Enterprise (DBE)

"Small Diversity business concern" means a small business concern that is at least fifty-one (51) percent unconditionally owned by one or more individuals who are both socially and economically diverse, or a publicly owned business that has at least fifty-one (51) percent of its stock unconditionally owned by one or more socially and economically diverse individuals and that has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least fifty-one (51) percent unconditionally owned by an economically diverse Indian tribe or Native Hawaiian Organization, or a publicly

owned business that has at least fifty-one (51) percent of its stock unconditionally owned by one of these entities, that has its management and daily business controlled by members of an economically diverse Indian tribe or Native Hawaiian organization.

1. "Socially diverse individuals" means individuals who have been subjected to racial or ethnic prejudice or culture bias because of their identity as a member of a group without regard to their qualities as individuals.
2. "Economically diverse individuals" means socially diverse individuals whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially diverse. Individuals who certify that they are members of named groups (African Americans, Hispanic Americans or Latin Americans, Native Americans, Asian-Pacific Islander Americans, Subcontinent Asian Americans) are to be considered socially and economically diverse.

Definition of FBE: Female Business Enterprise (FBE)

"Female-owned small business concern" means a small business concern:

1. Which is at least fifty-one (51) percent owned by one or more women; or, in the case of any publicly owned business, at least fifty-one (51) percent of the stock of which is owned by one or more women and;
2. Whose management and daily business operations are controlled by one or more women.

TERMS

1. DBE participation will be counted toward meeting the goals outlined in the notice as follows:
 - a. The total dollar value of a correct contract or subcontractor indirect subcontract awarded toward a certified DBE will be counted toward the applicable goal.
 - b. In the case of a joint venture, certified by the Cleveland Municipal School District, the portion of the total dollar value of the contract equal to the percentage of the ownership and control of the DBE partner in the joint vendor will be counted toward the applicable goal. (PLEASE RETURN DBE FORM E)
 - c. Only expenditures to DBE that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.
 - d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
2. A proposer who fails or refuses to complete and return this Notice may be deemed a non-responsive proposer.

3. The contractor's goals as set forth in this Notice shall express the contractor's commitment to the percentage of DBE utilization during the term of this contract. The contract shall be deemed to have met its commitment for DBE utilization if the DBE utilization rate of the contractor meets the goals established by this Notice.
4. The contractor must receive the approval of the District before making substitutions for any subcontractors listed in the Notice. Substitution of DBE is not allowed unless the contractor receives District approval.
5. The contractor's commitment to a specific goal is to meet the DBE objectives and is not INTENDED and shall not be used to discriminate against any qualified company or group or companies.
6. The contractor's commitment to a specific goal for DBE utilization as required by this Notice shall constitute a commitment to make every good faith effort to meet such goal by a subcontracting to or undertaking to joint venture with DBE firms. If the contractor fails to meet the goal, it will carry the burden of furnishing sufficient documentation as part of the proposal response of its good faith efforts to justify a grant of relief from the goals set forth in this Notice. Such justification will take the forms of a detailed report which will document at least the following information:
 - a. Attendance at the pre-proposal meeting, if any, scheduled by the District to inform DBE's of Subcontracting opportunities under a given solicitation.
 - b. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids or proposals are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable.
 - c. Written notification to DBE that their interest in the contract is solicited, and follow-up contact to determine whether the DBE's were interested.
 - d. Efforts made to select portions of the proposed work to be performed by DBE in order to increase the likelihood of achieving the stated goals.
 - e. Efforts to negotiate with DBE for specific sub-proposal, including at a minimum:
 - i. The names, addresses, and telephone numbers of DBE's that were contacted.
 - ii. A description of the information provided to DBE regarding the plans and specifications for portion of the work to be performed; and
 - iii. A statement of why additional agreements with DBE were not reached.
 - iv. Completion of (Form E) if DBE's are not involved in the RFP.
 - f. Concerning each DBE the supplier/contractor contacted but rejected as unqualified, the reasons for the supplier's/contractor's conclusion.
 - g. Efforts made to help the DBE's contacted that needed assistance in obtaining required bonding, lines of credit, or insurance.
 - h. Use of the services of minority community organizations, minority contractor's groups, governmental minority business assistance offices, and other organizations that assist in the recruitment and placement of DBE's.

7. Suppliers/contractors that fail to meet DBE goals and fail to demonstrate sufficient good faith efforts are not eligible for contract awarded.
8. The District, through its Diversity Officer will review the contractor's minority business enterprise involvement efforts during performance of this contract. Such review will include, but not be limited to, contractor's quarterly statement of income from the District and what portion of said income went to the DBE enterprise(s) as evidenced by affirmation of the DBE enterprise(s) which the contractor hereby agrees to supply each quarter during the term of its contract with the District. If the contractor meets its goal or if the contractor demonstrates that every reasonable effort has been made to meet its goal, the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order shopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.
9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.
10. Proposers and contractors are bound by all requirements, terms and conditions of this Notice.
11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review

1: DBE Form A

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Type of Business (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

D.B.E. Participation: _____ \$ _____

F.B.E. Participation: _____ \$ _____

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ Dated: _____

(printed)

Title: _____

DO NOT COMPLETE BELOW THIS LINE

___ Compliant

___ Compliance Pending

___ Non-Compliant

Compliance Date: _____

(signature, DBE Department)

(date)

2: DBE Form B

NOTICE OF REQUIREMENT TO ENSURE DIVERSITY BUSINESS ENTERPRISE (DBE) OPPORTUNITY

Note: All eligible proposers for award of the contract should comply with the Requirements, Terms, and Conditions of this Notice.

The undersigned proposer hereby agrees that the goal it has established for DBE participation in this project through either subcontracting or entering into a joint Venture with DBEs in conformity with the Requirements. Terms and Conditions of this Notice is a goal of thirty (30%) percent for a construction/repair/ maintenance contract, twenty (20%) percent for a supply contract, and fifteen (15%) for a service contract of the total contract amount of this project. In no event will the absence of goals as stated above be deemed as compliance with the requirements, terms and conditions of this notice.

In addition, the undersigned will complete and attach hereto the DBE (Form C) Schedule for DBE participation, showing all DBE/FBE that will participate as subcontractors or joint ventures in this contract and a DBE (Form D), DBE Letter of Intent form for each DBE/FBE listed on the Schedule.

Proposer: _____

Date: _____

By: _____

Title: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

"Small Diversity business concern" means a small business concern that is at least (51) percent unconditionally owned by one or more individuals who are both socially and economically diverse, or a publicly owned business that has at least (51) percent of its stock unconditionally owned by one or more socially and economically diverse individuals and that has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least (51) percent unconditionally owned by an economically diverse Indian tribe or Native Hawaiian Organization, or a publicly owned business that has least (51) percent of its stock unconditionally owned by one of these entities, that has its management and daily business controlled by members of an economically diverse Indian tribe or Native Hawaiian Organization.

3: DBE Form C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

The undersigned will enter into a formal agreement with DBE for work listed in this schedule conditioned upon execution for a contract with the Cleveland Municipal School District

TO BE RETURNED WITH THE PROPOSAL

Signature of Non-DBE Prime Contractor

Date: _____

4: DBE Form D

DBE LETTER OF INTENT

To: _____
Non-DBE Prime or General Proposer

Project: _____

NON-DBE PRIME OR GENERAL PROPOSER

The Undersigned intends to perform work in connection with the above-referenced project as (check one):

☐ an individual ☐ a corporation ☐ a partnership ☐ a joint venture

DBE status of the undersigned is confirmed in the Cleveland Municipal School District's DBE file of bona fide enterprises with a certification date of: _____

The Undersigned is prepared to perform the following described work in connection with the above referenced project. Specify in detail particular work items or parts thereof to be performed:

at the following price or percent of contract: \$ _____

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

Items _____

Projected Commencement Date _____

Projected Completion Date _____

_____ % (percent) of the dollar value of the subcontract will be sublet and/or awarded to NON-DBE contractor (s) and/or NON-FBE SUPPLIERS. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the Cleveland Municipal School District.

Date

Name of DBE Firm (where applicable)

Signature of DBE (where applicable)

Signature of MBE Firm

(TO BE RETURNED WITH RFP)

Name of FBE Firm

Signature of FBE Firm

5: DBE Form E

DBE Unavailability Certification

I, _____, _____
Name Title

Of _____, certify that on _____
Date

I contacted the following DBE to obtain a Proposal for work items to be performed on:

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

To the best of my knowledge and belief said minority business enterprise was unavailable (exclusive of the unavailability due to lack of agreement on price) for work on this project or unable to prepare a proposal for the following reason (s):

Signature, Non-DBE prime Proposer Date

_____ was offered an opportunity to proposal on the above-referenced work on
_____ by _____
Date Non-DBE Prime Proposer

Signature, Non-DBE Prime Proposer

The above statement is a true and accurate account of why I did not submit a Proposal on this project.

Signature, Non-DBE prime Proposer

6: DBE Form F

Non-Minority Prime Affidavit for DBE

STATE OF }
COUNTY OF } SS.

AFFIDAVIT

The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the items and operation of our subcontract and the intended participation by each party in the undertaking. Further, the undersigned covenant and agree to provide to the Cleveland Municipal School District current, complete, and accurate information regarding actual subcontract work and the payments thereof, and any proposed changes in any of the subcontract arrangements and to permit the audit and examination of the books, records and files of the subcontract or those of each party relevant to the subcontract, by authorized representatives of the Cleveland Municipal School District. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Name of Firm: _____

Signature: _____

Name and Title: _____

Date: _____

STATE OF }
COUNTY OF } SS.

On this _____ day of _____ 20____, before me appeared _____

_____, to me personally known, who being duly sworn,

did execute the foregoing affidavit, and did state that they were properly authorized by _____

_____ to execute the affidavit and did so as their free act and deed.

(Seal)

Notary Public _____

Commission expires _____

7: DBE Form G

This form need not be completed if all joint venture firms are diversity business enterprises

1. Name of Joint Venture: _____
2. Address of Joint Venture: _____
3. Phone Number of Joint Venture: _____
4. Identify the firms which comprise this joint venture. (The DBE partner must complete DBE Form A or have current DBE Certification)

- a. Describe the roll of the DBE firm in the joint venture: _____

- b. Describe briefly the experience and business qualifications of each non-DBE Joint Venture: _____

5. Nature of Joint Venture's Business: _____

6. Provide a copy of the Joint Venture Agreement.

7. What is the percentage of DBE Ownership? DBE _____% FBE _____%

8. Ownership of Joint Venture: (This need not be completed if described in the Joint Venture agreement provided in response to question 6).

- a. Profit and loss sharing: _____

- b. Capital contributions, including equipment: _____

- c. Other applicable ownership interest: _____

9. Control of and participation in this contract. Identify by name, race, and “firm” those individuals and their titles who are responsible for day-to-day management and policy decision making, including, but not limited to, those prime responsibility form:

a. Financial decisions: _____

b. Management decisions, such as:

i. Estimating: _____

ii. Marketing and Sales: _____

iii. Hiring and firing of management personnel: _____

iv. Purchasing of major items or supplies: _____

c. Supervision of field operations: _____

Note: If after complete the DBE Form B and before the completion of the joint venture’s work on any contract awarded, there is any significant change in the information submitted, the joint venture must inform the Cleveland Municipal School District, either directly or through the non-DBE prime subcontractor if the joint vendor is a subcontractor.

8: DBE Form H

Non-Minority Prime Affidavit (Joint Venture)

STATE OF OHIO

CUYAHOGA COUNTY

AFFIDAVIT

The undersigned swear that the forgoing statements are correct and include all material information necessary to identify and explain the items and operation of our subcontract and the intended participation by each joint venture in the undertaking. Further, the undersigned covenant and agree to provide to the Cleveland Municipal School District current, complete, and accurate information regarding actual joint venture work and the payments thereof and any proposed changes in any of the subcontract arrangements and to permit the audit and examination of the books, records and files of the joint venture or those of each party relevant to the joint venture, by authorized representatives of the Cleveland Municipal School District. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Name of Firm (Prime)

Name of Firm (DBE)

Signature

Signature

Name and Title

Name and Title

Date

Date

STATE OF

] COUNTY OF

]SS.

On this _____ day of _____ 20 __, before me appeared

_____, to me personally known, who being duly sworn, did execute

the foregoing affidavit, and did state that they were properly authorized by

_____ to execute the affidavit and did so as their free act and deed.

(Seal)

Notary Public

Commission expires

Section XIII: EOA Contractual Declaration Forms

CMSD Affirmative Action Program

Vendor Contract Compliance, Procedures and Guidelines

Note: Please read carefully all of the information contained in these documents.

Pursuant to the Affirmative Action Policy Adopted by the Cleveland Municipal School District, the following guidelines and procedures will be implemented to ensure that all vendors doing business with the District are in compliance with Equal Employment Opportunity Standards.

A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT

All vendors and contractors who propose to provide goods, services, supplies, and equipment through formal proposals, informal proposals, and contract term agreements are required to submit a Vendor Employment Practice Report with each Proposal. Approved status by the Vendor Employment Practice Report includes the following documents which must be completed in their entirety and returned with the proposal.

Please note, compliance approval consists of both DBE and Vendor Contract Compliance approval.

1. General Information Sheet (Form 1): Provides basic information on the vendor.

1a. SMSA/OR RECRUITMENT AREA: Indicates the relevant labor area in which your facility is located. Designate the Standard Metropolitan Statistical Area, county, or city from which the facility can draw applicants or recruit for most positions.

In making relevant labor area determinations, examine the statistics on racial, ethnic, and gender composition of the Standard Metropolitan Statistical Area, county, or city surrounding your organization, as well as other appropriate adjacent areas.

The relevant labor area should be the SMSA county or city with the highest population of minorities and women.

1b. DEFINITION: As defined by the U.S. Bureau of the Census, SMSA is: "Except in the New England States, a county or group of contiguous counties which contains at least one city of 50,000; in addition contiguous counties if they are socially and economically integrated within the central city; in the New England States towns and cities instead of counties. Each SMSA must include at least one central city."

2. **Compliance Declaration Form** (Form 2) - The Agreement indicating the vendor is in compliance with Equal Employment Opportunity requirements, will take affirmative action, and will comply with all Fair Labor Standard practices.
3. **Current Employment Data Form** (Form 3) – Current personnel data indicating employees in each job category classified by gender and race.
4. **Existing Affirmative Action Program** – If any and copies of any agreement between the vendor and the Equal Employment Opportunity Commission, Office of Federal Contract Compliance Program or court order pertaining to equal employment opportunity.

B. EVALUATION OF COMPLIANCE DATA

1. The Diversity Officer will evaluate data submitted by vendors who are recommended to receive District proposals and contracts. Vendors found in compliance with the District's Equal employment opportunity standards (Affirmative Action and DBE Program) will be placed on the approved vendor's list.
2. In the event that a vendor is found not in compliance with the District's equal employment opportunity standards, the Diversity Officer will inform the Purchasing Director of the Reason(s) and ask that the Purchasing Director not award the contract or proposal to the vendor pending compliance. The Purchasing Director or Manager of Diversity will inform the vendor of reason(s) for non-compliance. Vendors found not in compliance will be given ten (10) business days from the time of notification by the Purchasing Director or Manager of Diversity to submit an acceptable affirmative action program to the Diversity Officer.
3. If the vendor which has been found not in compliance submits an acceptable affirmative action plan to the Diversity Officer within ten (10) business days of notification, the vendor may be given conditional approval.

C. AFFIRMATIVE ACTION PLAN

1. Vendor found not in compliance with the District's equal employment opportunity standards are expected to develop and implement affirmative action programs if they expect to be eligible to successfully propose for District contracts.
2. While it is the vendor's responsibility to develop an affirmative action program which will result in equal employment opportunity for persons from all sectors of the community, the Officer in Charge of the Diversity Program may refer prospective proposers to resources which may be of assistance in developing affirmative action programs.
3. In the event that a vendor who has been awarded a District contract does not make satisfactory progress toward goals in the affirmative action program, the District will not negotiate a new contract until the vendor assures the Diversity Officer that significant progress will be made.

D. CONDITIONS UNDER WHICH PROPOSALS MAY BE REJECTED OR CONTRACTS TERMINATED ON EQUAL EMPLOYMENT OPPORTUNITY GROUNDS

1. Vendor fails to submit completed and signed EEO documents with proposal or other requested information in a timely manner.
2. The vendor is found not to be in compliance with EEO laws, regulations and District policy, and does not have an acceptable Affirmative Action Program, or if the vendor has an acceptable Affirmative Action Program but the Diversity Officer determines the vendor has not made satisfactory progress toward goals in the plan and shows no promise of achieving the goals.
3. Any inconsistencies of misrepresentation of the facts in any of the requested information designed to portray the vendor in a more favorable position with respect to Equal Employment Opportunity Compliance will be grounds for cancellation of the contract by the Purchasing Director upon recommendation by the Diversity Officer and confirmation by the Cleveland Municipal School District.

Form 1: Vendor Contract Compliance Form

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Standard Metropolitan Statistical Area: _____

Recruitment Area: _____

Type of Business (product or service): _____

Name of EEO Officer: _____

Signature of Owner, Partner, or Authorized Officer: _____

Name (type or print): _____

Date: _____ Title: _____

Do not complete below this line

Status of Vendor:

___ Compliance

___ Conditional Compliance

___ Non-Compliance

___ Compliance Pending

Comments: _____

Date: _____ Signature: _____

Form 2: Compliance Declaration

The following must be filled out completely:

It is the policy of _____ that equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, national origin, age, or handicap.

In support of this policy, _____ will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or handicap.

_____ will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, color, sex, national origin, age, or handicap. Such action will include, but not be limited to:

Recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

The undersigned company states that they are of current applicable requirement pertaining to Fair Labor Standards and Non-Discriminatory Practices of Federal, State, and Local Governments.

The undersigned further acknowledges that if the contract is awarded to the undersigned, that the undersigned will comply with all Fair Labor Standard Practice.

(Name of Company)

Date: _____

(Signature of Company Official)

STATE OF ()
COUNTY OF ()SS.

BEFORE ME, a Notary Public in and for said County and State personally appeared the above-named Company _____ by _____

It's _____, who acknowledged that they knowingly signed the aforesaid instrument, and that the same is their free act and deed duly authorized and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed seal at

_____, _____, this

day of _____, 20_____.

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

Occupations requiring administrative personnel who set District policies, exercise overall responsibility of the places, and direct individual departments or special phases of a firm's operations includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents, buyers, and kindred workers.

PROFESSIONALS

Occupations requiring either college graduation or experience of such kind and amount as to provide background. Includes: accountants and auditors, airplane pilots and editors, engineers, layers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teacher's and kindred workers.

TECHNICIANS

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through (about) two years of post high school education, such as that which is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: drafters, engineering aides, junior engineers, mathematical aids, nurses, photographers, radio operators, scientific assistants, surveyor of technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

SALES WORKERS

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salespersons, insurance agents and brokers, real estate agents and brokers, stock bond salespersons, demonstrators, sales persons, sales clerks, and kindred workers.

OFFICE AND CLERICAL

Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual, includes: bookkeepers, cashiers, collectors (bills and account), messengers and office clerks, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators and kindred workers.

CRAFTWORKERS (SKILLED)

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the process involved in their work, exercise considerable independent judgment, and usually receive an extension period of training. Includes: the building trades hourly paid foremen who are not members of management, mechanics and repairers, skilled machine operators, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.

OPERATIVE (SEMI-SKILLED)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require limited training.

LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farmers), ground-keepers, long-shore workers,

craftsperson and stevedores, lumber's and wood chippers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

SERVICE WORKERS

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other instruction, professional and personal service), barbers, and cleaners, cooks, guards, door keepers, stewards, janitors, police officers and detectives, porters, food services, and kindred workers.

APPRENTICES

Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprentice, regardless of whether the program is registered with a Federal or State agency.

Part III: Employment Data Form

Please note this data may be obtained by visual survey or post-employment record. Neither visual surveys nor post-employment records are prohibited by any federal, state or local law. All specified data is required to be filled in by District policy.

	All EMPLOYEES			MALES					FEMALES				
Job Categories	TOALS MALES & FEMALES	MALES	FEMALES	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALSKAN NATIVE	HISPANIC	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDE	AMERICAN INDIAN OR ALSKAN NATIVE	HISPANIC
OFFICIALS, MGRS & SUPERVISORS													
PROFESSIONALS													
TECHNICIANS													
SALES WORKERS													
OFFICE/CLERICAL													
CRAFTWORKERS (SKILLED)													
OPERATIONS (SEMI-SKILLED)													
LABORERS (UNSKILLED)													
SERVICE WORKERS													
APPRENTICES													
TOTAL													

Additional information (optional):

Describe any other actions taken which show that all employees are recruited, hired, or trained or promoted without regard to their race, religion, color, sex, handicap, age or national origin. Use second sheet if additional space is needed:

The undersigned certifies that they are legally authorized by the proposer to make the statements and representations contained in this report, and that they have read all of the foregoing statements and representations which are true and correct to the best of their knowledge and belief.

FIRM OR CORPORATE NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

Section XIV: Term Agreement Sample



Term Agreement – Department of Information Technology Service Delivery

SAMPLE ONLY

This Term Agreement is made and entered into by and between the Cleveland Metropolitan School District (the “District”), 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 and Vendor Name, Vendor Address, City, State, Zip (the “Vendor”) for **Service Delivery Partner** for the Cleveland Metropolitan School District.

Vendor agrees to adhere to all terms and conditions contained within the specifications and documentation of RFP #21300 and fully understands that their services and/or products will be based according to the Proposal Form(s) submitted by the Vendor.

The Cleveland Metropolitan School District does not commit to any specific dollar figure or quantity amount being awarded to the Vendor for this Term Agreement or possible renewal periods. If Vendor is providing a specific service, vendor agrees to maintain all required insurance, without interruption, during the period of this Term Agreement.

The term of this agreement will begin on July 1, 2020 through June 30, 2021 with two (2) renewal options. The First Renewal Option is for the 21-22 School Year (**July 1, 2021 through June 30, 2022**). The Second Renewal Option is for the 22-23 School Year (**July 1, 2022 through June 20, 2023**). These renewal options will be under the same terms and conditions as the current contract year and at the discretion of the District. The initial contract term start date (July 1) is subject to change at the discretion of the District with written notice to the awarded vendor(s).

Initial Term Agreement rates and/or prices and renewal option rates and/or prices are listed in Attachment “A” vendors submitted cost proposal, included and made a part herein. Vendor further agrees and understands that all pricing submitted with their proposal is non-negotiable, including renewal option periods.

Either party may cancel this Term Agreement by giving a thirty (30) day written notice to the other party.

Insurance – Vendor, at all times during the term of this Agreement, shall, at its sole cost and expense, obtain and keep in full force and effect:

Commercial General Liability – Including limited contractual liability	\$1,000,000.00 Limit of Liability (per occurrence)
Umbrella/Excess Liability – With respect to the Commercial General Liability	\$1,000,000.00/\$2,000,000.00 (per occurrence/in the aggregate)
Automobile Liability – Including non-owned and hired	\$1,000,000.00 Limit of Liability (per occurrence)

Workers Compensation	Workers compensation and employer's insurance to the full extend as required by law
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All insurance policies shall be issued by an insurance company licensed to do business in the State of Ohio, and is satisfactory to the District, and contains an additional insured policy endorsement name with District as an additional insured.

The District is not liable for vandalism, which results in damage to the property or vehicles of the Vendor. The District will not reimburse for private insurance deductibles for such vandalism.

- a. Vandalism damage is defined as damage resulting from criminal conduct for which an individual may (but not necessarily) b prosecuted under the Ohio Revised Code.

Indemnification and Hold Harmless – The Vendor shall indemnify, defend, and hold harmless the District, all of its members, officers, employees, and agents, from and against any and all liability (whether real or asserted), claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for injury or death of persons, or damage or destruction of property which may result from or arise out of the negligence or intentional misconduct of the Vendor or its employees, officers, or agents, in the course of the Vendor's performance of this Agreement or the Vendor's failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.

No Damages for Delay - The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Vendor as the result of any project delays, disruptions, suspensions, work stoppages, or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the work or otherwise caused by an act or omission of the District, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Vendor.

Criminal Background Check - Vendor agrees to successfully complete a criminal background check on any of its employees who provide services under this Agreement in the school district and who are required by Ohio Revised Code Section 3319.39, 3319.31 or 3319.392, as amended. A copy of all such background checks shall be provided by the Vendor to the District at vendor's expense.

Damage to Buildings, Equipment, and Vegetation - The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Vendor's failure to use reasonable care causes damage to any District property, the Vendor shall replace or repair the damage at no expense to the District as the District directs. If the Vendor fails or refuses to make such repair or replacement, the Vendor shall be liable for the cost, which may be deducted from the contract price.

Default – Any of the following events constitute default by the Vendor

- a. Non-performance of any term, covenant, or condition of this Agreement by Vendor within the time period
- b. Any act of insolvency by Vendor or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of or relation to debtors
- c. Failure of vendor to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public funds

Effect of Default – In the event of any default by Vendor, the District may do any one or all of the following:

- a. Terminate the contract and withhold funds due, if any, to satisfy any third-party claims
- b. Sue for and recover all damages arising out of Vendors default
- c. Cure the default and obtain reimbursement from Vendor
- d. Exercise any other rights available to it in law or equity

Miscellaneous -

- a. Vendor represents and warrants that she possesses the qualification and personnel, if required, to provide the services agreed to herein.
- b. Neither party may assign, modify, or sub-contract this Agreement, or any right or interest herein, without the prior written consent of the other party.
- c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.
- d. To the extent that the terms of this Agreement materially conflict with or render ambiguous any provision of the Vendor's (Bid/Proposal), the terms of this Agreement shall govern.
- e. The paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.
- f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.
- g. The vendor and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.
- h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.
- i. This Agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.

Conflict of Interest - The Vendor represents that he/she is not an employee or board member of the Cleveland Metropolitan School District. The Vendor further represents that no employee or board member of the Cleveland Metropolitan School District has any ownership interest in or fiduciary duties to the Vendor or any of its parent affiliations and is not on the board of directors of the Vendor or hold any officer position with the Vendor. The District's signatory to this agreement represents that neither he/she or any family member have any ownership interest in or fiduciary duties to the Vendor or any of its parent affiliations and are not on the board of directors of the Vendor or hold any officer position with the Vendor.

Agreed to and signed this _____ day of _____, 2020

VENDOR NAME

Title

CLEVELAND METROPOLITAN SCHOOL DISTRICT

Chief Executive Officer Date

Chief Financial & Administrative Officer Date

Approved as to Form: _____
Chief Legal Counsel Date



Part III: Specifications and Scope of Work

RFP #21301

DEPARTMENT OF INFORMATION TECHNOLOGY
SERVICE DELIVERY PARTNER

FOR THE

CLEVELAND METROPOLITAN SCHOOL DISTRICT

SECTION I: GENERAL PROPOSAL REQUIREMENTS

The Services. Cleveland Metropolitan School (CMSD), also known as Cleveland Municipal School District, hereby solicits submissions of written proposals on a competitive basis from qualified respondents to provide CMSD the services described herein all in accordance with the terms and conditions detailed herein. In particular, the services sought by CMSD will require the respondent to submit proposals for:

The following general service requirements apply to this RFP and are in addition to any component or service-specific requirements presented.

- Proposals must follow the order, sectioning and numbering displayed in the CMSD RFP proposal response format (see Appendix A).
- All pricing must be in a separate sealed envelope using the RFP pricing form (Appendix H).
- All prices must be line itemized, where applicable (Appendix H).
- An agreed-upon dispute resolution mechanism must be defined.
- There is no guarantee of any minimum amount of services that may be requested during the term of the contract.
- A response is considered valid when it is at least one full sentence and does not simply acknowledge the subject as in, “Understood”, “Will Comply”, “Agreed” etc.
- Each page of your response must be numbered consecutively without any breaks or restarts, starting with page 1. If you need to reference un-numbered pages such as graphics, charts etc. They must be included in an appendix and clearly identified by section, heading and reference note.

SECTION II: PROPOSAL PROCESS

The proposal process will proceed along the following guidelines, for which pertinent dates are presented in the RFP transmittal letter and respective RFP:

- Posting of RFP on CMSD Procurement webpage
- Notice in local newspaper regarding RFP posting
- Partner submission of written questions
- On-line publication of written questions and responses
- Issuance of addendum, as necessary
- Receipt of partners’ intent to propose or not propose
- Receipt of proposals at CMSD
- Evaluation Committee review

- Notification of proposal award to selected partner(s) and notification of non-award to other partners
- Contract negotiation(s) with selected partner(s)
- Contract finalization with selected partner, final signatures obtained

All questions must be written and directed to **Seletha.Thompson@clevelandmetroschools.org**. All questions received and responses thereto will be distributed via the District's website and to all partners expressing intent to propose.

All information received by the District shall become the property of CMSD. The District reserves the right to accept or reject any or all proposals without explanation.

Proposers should note that the following Request for Proposals is general in nature to express a wide-ranging need. Proposers should feel free to define and specify in detail their services and products.

SECTION III: CONTRACT PERIOD & AWARD

The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of 1 year, with the contract commencing July 1, 2020. The Agreement shall reserve for CMSD the unilateral option of extending the term of the Agreement with a second and third renewal option under the same terms and conditions as the initial agreement. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term"). Note: All contracts are based on funding and approval of CMSD Board.

SECTION IV: EVALUATION CRITERIA

Proposals will be evaluated, first, as responsive or non-responsive to the RFP's specifications. A preliminary review will be conducted of all proposals submitted on time to ensure the proposal adheres to the mandatory requirements specified in the RFP. Proposals that do not meet the mandatory requirements will be deemed non-responsive and may be rejected. In the event that all proposers do not meet one or more of the mandatory requirements, CMSD reserves the right to continue the evaluation of the proposals and to select the proposal(s) which most closely meets the requirements specified in the RFP. Responsive proposals to this RFP must include, or meet, the following mandatory requirements:

1. Timely Submission
2. Transmittal Cover Letter
3. Responses to proposal requirements
4. Experience and qualifications to provide the services
5. Cost proposals

6. Signature acknowledgement of authorized representative
7. References
8. Addendum Acknowledgement Form acknowledging all Addenda issued

Second, the proposals will be evaluated based on the information presented in the proposal and on additional information obtained during the evaluation process. Responses will be evaluated based on the following criteria:

1. 35% Cost services
2. 25% Demonstrated capability providing services to organizations similar in size and structure to CMSD
3. 25% Quality of services
4. 10% References
5. 5% Minority Business Enterprises (MBE)

CMSD reserves the right to interview or to seek additional information related to criteria already specified in the request after opening the proposals, but prior to entering into a contract, to reject any or all proposals, and to award a contract to one or multiple partners as CMSD deems necessary to meet its objectives.

CMSD also reserves the right to check references provided by the respondent. CMSD will select the proposal(s) deemed to be most advantageous, with price and other criteria factors considered.

SECTION V: PROPOSAL REQUIREMENTS

The specifications for RFP# are described below. Partners are required to provide the information below as well as complete the Compliance Section Part I (Purchasing Documents). The narrative part of the proposals must present the following information and be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked.

Proposal responses are to be divided into sections as follows:

1. **Transmittal Cover Letter:** Prepare a letter transmitting the proposal on business letterhead. The letter should identify the business name, phone number, and business web address along with the name, phone number and email address of the key contact person. The letter must have the signature of a person with authority to obligate the business. The transmittal letter shall also contain a statement that the proposal is a firm offer for a 90 day period.
2. A completed set of Required Purchasing Division documents set forth in Part 1 of this RFP.
3. **General Information Section**
 - a. **Executive Summary:** Information about the firm's history, structure, organizational metrics, and qualifications for fulfilling CMSD's requirements
 - b. **Business Health:** Information about the firm's financial structure and viability, particularly as it relates to fulfilling a multiple year agreement.
 - c. **Experience and Expertise:** Information about the firm's current and previous contracts, particularly those with organizations similar to CMSD.
 - d. General narratives about at least two clients using services similar to those being proposed for CMSD (Appendix D).
 - e. **Management Support Services:** Information about staff, project, issue, performance, quality, and risk management methodology.
 - f. **Security:** Information about the firm's policies, practices, and standards for maintaining the confidentiality and integrity of client's data, intellectual property, and trade secrets.
 - g. **Risks:** Firm's evaluation of the greatest challenges and risks associated with the particular services and suggestions for mitigating risk

Dispute Resolution: Information about the firm's standard dispute resolution methodologies.

4. Technical Section

The Technical Section of the proposal shall specifically address the manner in which the proposer will meet the minimum terms present in Section VII. Proposer shall address the quantitative and qualitative resources to the accomplishment of these requirements listed below. The proposal shall provide enough information so that the evaluators will be able to determine the proposer's ability to meet each requirement set forth below. Simply paraphrasing the RFP statement of requirements will not be sufficient data for the evaluation and may be considered as a non-responsive proposal response.

SECTION VI: SCOPE OF SERVICES

1.0 Introduction: The Cleveland Metropolitan School District (CMSD) is requesting proposals for a comprehensive and competitive managed services partner for its service desk and field support service needs. Details of the service needs and partner qualifications are discussed further within this RFP. CMSD continues to execute the Cleveland Plan and other district initiatives. The Cleveland Metropolitan School District's **COMMUNICATE with H.E.A.R.T.**™ customer service program is designed to provide quality customer service for all stakeholders in the Cleveland Metropolitan School District which is a major focus of the Cleveland Plan. Our mission is to raise expectations and increase satisfaction for every caller or visitor who makes contact with an employee in a CMSD school or office." For more information on the Heart program go to:

<https://www.clevelandmetroschools.org/Page/4348> .

It is our IT service delivery strategy to enhance and increase service management and customer satisfaction. The service delivery model will include a multifaceted platform to improve efficiency and effectiveness through IT strategic themes such as strategic information management, building an intelligent workplace, enhancing IT service excellence.

1.1 Background: The Cleveland Metropolitan School District is a large urban school system with nearly 106 instructional sites, approximately 6,500 teachers and administrative staff, approximately 36,000 students, and nearly 6,300 classrooms. There are approximately 35,000 personal computers, 12,000 mobile devices, and 100+ software applications within the District. The District's vision for the Cleveland Metropolitan School District is to provide every student with the opportunity to have access to a quality education. This mission will be accomplished by implementing a school-by-school instructional plan, community involvement, and participation and support for businesses and academic partners.

1.2 Objective: CMSD is requesting proposals for a comprehensive and competitive managed services partner for its service desk and field support service needs. Details of the service needs and partner qualifications are discussed further within this RFP.

Service Desk hours are Monday – Friday, 7:00am to 5:00pm (excluding District holidays and calamity "all facilities closed" Days). Field Technician and Service Desk Agent hours are consistent with school open times and administration hours of operation. Tickets are generated by Self-Service Catalog, phone calls or email. The total number of incident and service calls and tickets are contained in (Appendix B).

1.3 Technology Overview: CMSD has a very diverse and dynamic information technology landscape which includes but is not limited to:

- Network hardware infrastructure such as servers, routers, switches, data and phone lines
- Network/Internet/Intranet software infrastructure such as email and portals
- End-user devices & supplies include but is not limited to Windows based, Android, and Apple devices, Chromebooks, Printers, VOIP phones, Video Conferencing, Mobile devices, Interactive Devices, Smartboard, Audio and Visual Equipment, Point-of-Sale (POS), Peripherals, etc.
- End device operating system and basic productivity software
- Support for student/parent/staff access
- Instructional management systems

- Diverse instructional software applications
- Instructional content including lesson plans and eBooks
- Student support services tools and integration
- Enterprise resource planning tools for departments
- Business process systems such as Procurement and Food Services

1.4 Partner Profile: The primary attributes CMSD seeks in a partner includes but are not limited to:

- Demonstrable capability to provide support and maintenance for the services described in this RFP
- Sound business and financial performance history consistent with proven, stable, and reliable operations over a multi-year period
- Reasonable exposure to education industry concepts; ideally a history of providing products and/or services to primary and secondary educational institutions
- Highly trained professional staff who have demonstrated successful track records of customer service and who have mastered the technical skills necessary to support the products and services outlined in the applicable RFP
- Proven record of implementing industry best practices, reducing costs, and increasing service level satisfaction by providing a client reference list
- Recommendations on improving the system

1.5 Partner Services: CMSD is requesting proposals for an Information Technology service delivery partner to support the use of technology in the district as outlined in Section 1.2. The service delivery services requested in this proposal comprise of three (3) areas: (1) Service Desk, (2) Field Support, and (3) device management. The District is currently using a managed service provider for the above-mentioned services.

This request is for a partnership solution, below is a description of each service area:

Service Desk:

The selected partner will staff an onsite location in one of CMSD's administration facilities (with the option to move to a remote service desk model in the future) to handle all technology related customer requests according to the following principles:

- Service Desk staff will provide level one (1), level two (2), and level three (3) support that consists of responding to customer requests, remote troubleshooting, first-call resolution, and assigning requests to appropriate IT service groups.
- The selected partner must provide a playbook for the service desk support consistent with ITIL standards. As an oversight body, CMSD will collaborate with selected partner to modify, add, delete, and approve elements of the playbook to fulfill the strategic needs of the district.
- The selected partner will use CMSD's service delivery ticketing system to register, track, communicate, and resolve customer requests. In addition, the selected partner should be flexible to accommodate any changes that the IT department makes to the service delivery ticketing system.

- Customers of the IT Department request services in different ways; phone calls to the service desk, walk-ins to the service desk reception area, emails to help desk, and tickets submitted through the service delivery ticketing system. Service desk staff must handle all methods of customer requests and ensure that all received requests are logged into the ticketing system.
- The selected partner will have an internship program for students
- All service desk staff must meet minimum qualifications listed in Section 1.8

Field Technicians:

The selected partner will allocate field technicians to schools and administration facilities to provide field support according to the following principles:

- The selected partner must provide an optimal number of field technicians. The optimal number of technicians is achieved by balancing the ability to meet the demand volume, the service level targets, and customer satisfaction with the need to keep cost of service as low as possible. Refer to the remainder of this section, and the appendices for more information on demand volume and service level targets.
- The selected partner must commit to continuously train field technicians to meet changes in the technology demands in the district.
- The field technicians must use CMSD's service delivery ticketing system to follow up, communicate, and resolve customer requests.
- All field technicians must meet minimum qualifications listed in Section 1.8

Device Management:

The selected partner will provide an end to end device management service that covers:

- Provisioning and updating
- 3rd party repairs management
- Device tracking
- The selected partner must commit to continuously train device management team to stay current with managing Windows, Apple, Chromes, Interactive Devices, and Mobile Phones
- The device management team must use CMSD's service delivery ticketing system to follow up, communicate, and resolve customer requests

In addition to the three service areas listed above, the District is requesting separate pricing for software imaging and installation services for various computer devices as laptops, PCs and tablets, etc. (refer to Appendix F). This is an optional service, therefore, CMSD reserves the right to terminate this service at any time by providing the selected partner a reasonable written notice.

As part of its philosophy, the IT Department works continuously on adopting innovative technologies, improving processes, and maximizing the value of technology in education. The selected partner will work with the IT department in these efforts as they apply to service delivery.

1.6 Key Requirements: The following list includes, but is not limited to, key requirements for the selected partner:

- All individuals assigned to the contract must be able to speak, read, and write English
- All individuals are required to submit to a background check to be completed by CMSD's department of Safety & Security. The selected partner will carry the cost of background checks.

CMSD will not be charged for ancillary costs such as: travel time, mileage, long distance calls, cell phone cost, office supplies, background checks, attendance at meetings, and other similar items that are part of doing business.

- CMSD will not be billed for:
 - The physical movement of equipment within a building
 - Communication devices such as two-way pagers and/or radios or mobile phones
 - Shipping of any kind
 - Any transportation cost
 - Overtime
 - Training, education, and/or certification costs or hours to study
- Field tech support hours are consistent with school opening and closing times, and administration hours of operation
- Selected partner will provide proper representation at meetings as required, at no additional charge (including administrative, marketing, and sales staff).
- On-site staff is required to adhere to CMSD dress code guidelines which is business casual
- Problems are worked until resolved within the confines of normal building hours.
- All individuals assigned to this contract must submit to background checks at the employer's expense
- The selected partner will maintain digital documentation accessible by CMSD staff
- The selected partner will maintain an accurate digital inventory of all technology assets covered by this contract
- Selected partner must provide a device to each Field Support Technicians for accessibility to retrieve and manage tickets while in field

- The CMSD ticketing and ACD (Automatic Call Distribution) system will be used to report actual partner service levels and response times
- CMSD reserves the right to reemploy (rebadge) 25% up to 50% of existing staff from the current service provider

1.7 Service Demand, Performance Targets, and Data Analytics:

Service Demand:

The selected partner must provide sufficient staff to meet the demand volume. In the response to this RFP, describe in detail the operations strategy, staff skillset, workforce levels, and assignments distribution of helpdesk and field technicians to meet the demand volume. Refer to Appendix B for historical data on number of tickets and phone calls handled by helpdesk.

Performance Targets:

In addition to meeting the demand volume, the selected partner must commit to several performance targets. The following table defines the most important performance targets. These performance targets will form the contractual Service levels agreement (SLA). In the response to this RFP, follow the example in Appendix C; Sample Service Level Metrics and Credits, to propose credits that result from failing to achieve each SLA.

The performance targets listed in the table below can change based on many factors. In the response to this RFP, add any other relevant targets. Furthermore, the selected partner is expected to collaborate with CMSD throughout the contract period to review, modify and improve the performance targets. The selected partner will also provide a high level implementation plan.

Performance Goal	Definition	Measurement	Performance Target
Overall Customer Satisfaction	The degree to which customers rate their general experience with helpdesk as meeting or exceeding their expectations	Measured through surveys after closing tickets. Survey is a 5 point Likert scale. Customer Satisfaction Index (CSI)= Sum of actual score of responses / sum of best possible score for responses	CSI \geq 0.85 measured monthly
Queue performance- phone calls	Wait time: the time a customer spends on phone waiting for an agent to respond	Captured automatically by the ACD system	Acceptable wait time \leq 1min Maximum wait time \leq 5 min
	The percentage of calls answered within 1min waiting time	Captured automatically by the ACD system	\geq 90%
	Abandonment rate: the percentage of calls dropped by customer while waiting for agent to answer	Captured automatically by the ACD system	Abandoned after 1 min \geq 3% Abandoned before 1min \geq 5%
	Handled calls: percentage of calls answered by agents	Captured automatically by the ACD system	\geq 97%
Tickets handling performance	Time to first response : the maximum time to respond to a submitted ticket	Captured automatically by ticketing system	According to issues severity in the table below
	Time to ticket assignment: the time elapsed from first response to assigning ticket to a queue	Captured automatically by ticketing system	\leq 1 hours, unless specified otherwise in issues severity table below

	No response time: the maximum time allowed between two consecutive notifications on an open ticket	Captured automatically by ticketing system	5 business days
	Average ticket age: the average lifecycle time of all tickets from opening to closing	Captured automatically by ticketing system	10 business days
First time resolution	The percentage of issues (tickets/phone calls) that are resolved and closed the first time they are received	<p>This measure is applicable only to issues that can be resolved first time (i.e. don't need to be assigned to other staff). Selected partner must identify those type of tickets and call on monthly basis and calculate the percentage of first time resolution</p> <p>e.g. % first time resolution =</p> <p># issues resolved first time/# issues that can be resolved first time</p>	95% Measured monthly

Issues Severity Categories:

The general rule of processing issues received by ticketing system, phone calls, and walk-ins, is first come first served. However, issues that fall in Level 1 and Level 2 categories in severity levels will jump ahead of the queue. The following table describes the issue criticality levels. The table also includes first response, and assignment times relevant to each criticality level (see SLA table above for definitions). In defining the issue severity levels, two factors are considered, first is the criticality of a service, second is the degree of impact of an issue.

Level	Definition	Qualifications	Examples	Target first response and assignment times
Level 1: Critical issue	An issue that causes complete or impeding breakdown of a mission critical service.	<ul style="list-style-type: none">• Service is critical to school learning and education• No workaround available• Issue affecting one or multiple schools	<ul style="list-style-type: none">• Network outage in a school/a school building• Breakdown in student information system• Inability of a school to access learning applications	<ul style="list-style-type: none">• 15 minutes for first response• Update every 1 hour until issue resolved• Assign issue to support staff or field techs within 30 minutes
Level 2: Major issue	An issue that causes some loss of a mission critical service, or a complete loss of any business critical or administrative services	<ul style="list-style-type: none">• Issues to mission critical services that can be worked around• Complete loss of administrative office services• Complete loss of network affecting only	<ul style="list-style-type: none">• Breakdown in human capital management system• Slowness in network affecting schools• Slowness in student information system	<ul style="list-style-type: none">• 30 minutes for first response• Update every 2 hours until issue resolved• Assign issue to support staff/ field techs

		administrative buildings		within 1 hour
Level 3: incidents	Any Issues causing breakdown of any service for a single user or a single classroom in district	<ul style="list-style-type: none"> • A single user, or a single classroom • Any type of service stoppage 	<ul style="list-style-type: none"> • User access • Projector breakdown in a classroom 	<ul style="list-style-type: none"> • First response within 1 hour • Assign issue to support staff or field techs within 1 business hours • Field tech onsite within 6 hours
Level 4 : requests	All requests that are not related to breakdown of services	<ul style="list-style-type: none"> • No breakdown of service 	<ul style="list-style-type: none"> • Questions from customers • Buying new devices 	<ul style="list-style-type: none"> • First response within 6 business hours • Assign request to support staff or field tech within 16 business hours

Reporting and Data Analytics:

The selected partner will utilize CMSD's ticketing and phone distribution systems to create and deliver reports to the department of information technology. Monthly reports will cover the performance targets that are described in this RFP, and any additional targets added during the lifetime of the contract.

In addition to reporting performance targets, the department emphasizes collaboration with selected partner to create meaningful analytics and insights that can drive improvements in the overall IT service delivery.

1.8 Duties and Minimum Qualifications:

Field Support Technician/Specialist Duties: Technical Support at various levels: Level 2 remote troubleshooting, software installation, etc. Level 3 advanced technical skills. Support that field technicians will provide includes but is not limited to creating standard configuration, periodic testing of configuration changes, diagnostics as needed and software updates and upgrades. Create end-user documentation as needed and support the District's professional development efforts. The essential duties for technical support:

- Basic troubleshooting skills: End User Devices, Hardware, Software, Networking, etc.
- Installs and tests software on end user devices
- Technical Assessment of Audio and Visual Hardware and peripherals
- Troubleshoots and repairs hardware and software related issues on end point devices
- Configures and installs computer workstations
- Validate new device installations and deliveries
- Diagnoses and resolves critical and non-critical hardware and software problems in a timely manner
- Provides technical assistance to end users and Service Desk Agents, utilizing technical information provided through partner relationships, hardware manufacturers and process manuals
- Responds to technology service desk tickets to resolve computer problems through on-site, remote simulation or re-creation of the user's problem
- Detail documentation of steps taken to diagnose and resolve customer problems and closes ticket
- Installs, upgrades, and maintains a variety of software applications and computer hardware, including peripherals
- Diagnose, troubleshoot, and repair software and hardware problems on all devices
- Perform backup activities and restoration of user files as needed
- Participates in testing and implementation of new applications, hardware, software, systems, and procedures

- Works with school building staff and Academic departments to integrate technology solution into the classrooms
- Works with school building staff and Academic departments to integrate technology solution throughout the District
- Maintains a record of hardware and software installed or removed at the assigned locations. Forward a record of installed or removed equipment or devices to Inventory Distribution
- At the discretion of the District, prepares required documentation and reports
- Maintains complete and accurate records in the District's ticketing system
- Setup, Configure, and troubleshooting of the VOIP Phones, Smartboard, Interactive Devices, Audio, and Visual
- Support the Point-of-Sale (POS) devices and peripherals
- Create software images
- Create, re-image and deploy software images using SCCM and/or MDM solutions when applicable to end-user devices
- Perform assessment of computer equipment including but not limited to laptops, iPads, and Chromebooks for repair
- Configure end-user devices for wireless network access
- Perform remote network, VPN client set-up
- Perform assessment on all District cellular phones for basic repair
- Configure email on District cellular phones
- Share known documented problem resolutions in the ticketing system's "Knowledge Base" repository
- Performs other duties as assigned

Field Support Technician/Specialist Minimum Qualifications: The minimum qualifications are:

- Knowledge of, and experience repairing all end-user devices such as; desktop, laptop, mobile devices, VOIP, Smartboard, Interactive Devices, Audio and Visual peripherals, Point-of-Sale (POS) and computer equipment
- Must have A+ certification or earn certification within 90 days of hire
- Must have required insurance to cover work performed by technicians
- Valid driver's license required
- Ability to travel to any district site
- Ability to lift and/or move computer equipment, a minimum of 50 lbs.
- Physical ability to install and repair computer equipment
- Skilled using analysis equipment and entering keyboard commands to diagnose computer, software and hardware issues
- Interpersonal skills necessary to work with various levels of district staff and external partners/consultants in the resolution of technology issues

- Written skills necessary to maintain various departmental records, documents and reports
- Must be able to pass the Cleveland Metropolitan School District's criminal background checks
- CMSD H.E.A.R.T. Training Completion
- Mandatory Service Delivery training (monthly)

Service Desk Agent Duties: Support includes but is not limited to interacting with end-users by way of the work order tickets, phone calls or in person. The Agent must have the ability and sufficient knowledge to query the customer to service the root cause or problem being reported.

- Provides contact point to the service desk
- Engage customers and record details for service work order tickets
- Offer solutions to customer issues/inquiries to prevent a delay of resolution
- Provide basic application support for Enterprise Applications, such as: ERPs, Microsoft Office 365 Suite, include Phone issues (Portal Access, features and Voicemail)
- Open a ticket for all customer inquiries and issues; close Service Desk Agent ticket after the resolution
- Provides local and remote support
- Provide a high level of customer service to the user population that is both warm and professional at all times
- Establish and maintain a sound working relationship between the technology department and the end-user
- Provides how-to documentation to end-users as needed and add documentation to Service Catalog knowledge base
- Performs other duties as assigned
- Follows up with end users to ensure issue resolved

Service Desk Agent Minimum Qualifications: The minimum qualifications that a Service Desk Agent must possess are:

- Strong decision making, problem solving, critical thinking, and analytical skills
- Strong organizational skills with emphasis on detail and follow-up
- Ability to troubleshoot technology problems (i.e. connectivity issues)
- Must have a positive attitude
- Must be able to exercise patience and professionalism during stressful situations
- Minimum zero (0) – six (6) months of experience in a customer service support role
- Must be able to pass the Cleveland Metropolitan School District's criminal background checks
- CMSD H.E.A.R.T. Training Completion
- Mandatory CMSD training (monthly)

SECTION VII: EVALUATION CRITERIA AND AGREEMENT DURATION

1.0 Implementation: The contract will include a 60-day discovery and implementation phase. The discovery and implementation phase occurs before the contract's effective date and is not considered part of the one-year contract (initial term), and at no cost to the District.

Proposers shall provide proposed staffing / transition plans to include an organization structure and any other pertinent documentation they deem appropriate. The proposed plan requires the approval of CMSD prior to transition starting.

2.0 Evaluation Requirements: Proposals will be evaluated, first, as responsive or non-responsive to the RFP's specifications. A preliminary review will be conducted of all proposals submitted on time to ensure the proposal adheres to the mandatory requirements specified in the RFP. Proposals that do not meet the mandatory requirements will be deemed non-responsive and may be rejected. In the event that all proposers do not meet one or more of the mandatory requirements, CMSD reserves the right to continue the evaluation of the proposals and to select the proposal(s) which most closely meets the requirements specified in the RFP. Responsive proposals to this RFP must include, or meet, the following mandatory requirements:

1. Timely Submission
2. Transmittal Cover Letter
3. Responses to proposal requirements
4. Experience and qualifications to provide the services
5. Cost proposals
6. Signature affidavit
7. References

Second, the proposals will be evaluated based on the information presented in the proposal and on additional information obtained during the evaluation process. Responses will be evaluated based on the following weighted criteria:

1. 35% Price of eligible products and services
2. 25% Demonstrated capability providing services to organizations similar in size and structure to CMSD
3. 25% Quality of services and understanding District needs
4. 10% References
5. 5% Minority Business Enterprises (MBE)

Evaluations are based on the submitted proposal. Follow-up discussions with the proposer's best suited to complete the work may be requested. CMSD reserves the right to interview or to seek additional information related to criteria already specified in the RFP after opening the proposals, but prior to entering into a contract, to reject any or all proposals, and to award a contract to one or multiple partners as the District deems necessary to meet its objectives. The District also reserves the right to

check references identified by any proposer from any partner that submitted a proposal. CMSD will select the proposal(s) deemed to be most advantageous, with price and other criteria factors considered.

3.0 Duration of the Agreement: The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of 1 year, with a transition period commencing on May 01, 2019. The Agreement shall reserve for CMSD the unilateral option of extending the term of the Agreement for 2 additional terms of 1 year(s) each, provided that the maximum duration of the Agreement shall not exceed 3 years. The Agreement shall also contain a provision granting to CMSD the right to terminate the Agreement, with or without cause, upon thirty (30) days' notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term").

4.0 Proposal Forms: Proposers must complete the forms listed below and include them as part of the final proposal. Each form is contained in the Appendix section of this RFP.

- CMSD RFP RESPONSE STRUCTURE AND FORMAT (APPENDIX A)
- HISTORICAL DATA (APPENDIX B)
- SAMPLE SERVICE LEVEL METRICS AND CREDITS (APPENDIX C)
- PROPOSER'S EXPERIENCE REFERENCE FORM (APPENDIX D)
- CERTIFICATION FORM (APPENDIX E)
- SERVICE PROVIDER QUESTIONS (APPENDIX F)
- CMSD'S MASTER SITE LIST (APPENDIX G)
- PRICING FORM (APPENDIX H)

APPENDIX A-CMSD RFP RESPONSE STRUCTURE AND FORMAT

Your response to RFP# 21301 MUST be presented in the format outlined on this page for it to be considered a valid response. All sections and subsections (if present) listed here must be completed.

Your response must also conform to the following requirements without exception:

1. Responses to each section must be in your own words and cannot be a rewrite of the CMSD wording.
2. Responses must follow the order, sectioning and numbering displayed below.
3. Only the section headings and subheadings shown below must accompany your responses. Do not include CMSD's Description of the requirement.
4. A response is considered valid when it is at least one full sentence and does not simply acknowledge the subject; as in, "Understood", "Will Comply", "Agreed" etc....
5. Each page of your response must be numbered consecutively without any breaks or restarts, starting with page 1. If you need to reference un-numbered pages such as graphics, charts etc.... they must be included in an appendix and clearly identified by section, heading and reference note.
6. All responses are expected to be submitted in three ring binders (3 hole punched) and tabbed according to Section. Sub-section headings must be clearly presented within each parent section

**** IMPORTANT ****

The following template/information is provided as a strict guide as to how a response is to be structured. All sections must be present and complete. All provided forms must be completed. Missing information may constitute an incomplete response and risk not be considered by CMSD.

SECTION I: TRANSMITTAL COVER LETTER

See the Proposal Requirements Section

SECTION II: PURCHASING DIVISION INFORMATION

A complete set of Required Purchasing Division Documents as set forth in Part 1 of this RFP

SECTION III: GENERAL REQUIREMENTS

- a. **Sub-Section Executive Summary:** Information about the firm's history, structure, organizational metrics, and qualifications for fulfilling CMSD's requirements
- b. **Sub-Section Business Health:** Information about the firm's financial structure and viability, particularly as it relates to fulfilling a multiple year agreement.
- c. **Sub-Section Experience and Expertise:** Information about the firm's current and previous contracts, particularly those with organizations similar to CMSD.
- d. General narratives about at least two clients using services similar to those being proposed for CMSD (Appendix D).
- e. **Sub-Section Management Support Services:** Information about staff, project, issue, performance, quality, and risk management methodology.
- f. **Sub-Section Security:** Information about the firm's policies, practices, and standards for maintaining the confidentiality and integrity of client's data, intellectual property, and trade secrets.
- g. **Sub-Section Risks:** Firm's evaluation of the greatest challenges and risks associated with the particular services and suggestions for mitigating risk
- h. **Sub-Section Dispute Resolution:** Information about the firm's standard dispute resolution methodologies.

SECTION VII: SCOPE OF SERVICES

- Please make sure to specifically address each of the minimum requirements listed in the RFP.
- Please include information for any standard Service Level Agreements.
- Please place any information on any Service Level agreement credits in the cost section of the RFP.
- Failure to do so may constitute an incomplete response

SECTION VIII: COST OF SERVICES

1. All prices must clearly delineate all costs
2. All prices must be line itemized, where applicable.
3. All pricing must be in a **separate sealed envelope** using the RFP Price Form.

APPENDIX B – HISTORICAL DATA

Number of tickets created per month

Month	Number of Tickets Created
Aug-17	3,371
Sep-17	2,093
Oct-17	1,844
Nov-17	1,311
Total	8619

School year 2019-2020

Month	Number of Tickets Created
Aug-18	3,888
Sep-18	2,339
Oct-18	2,667
Nov-18	1,714
Dec-18	1,694
Jan-19	2,627
Feb-19	1,808
Mar-19	1,665
Apr-19	2,060
May-19	1,454
Jun-19	1,029
Jul-19	1,161
Total	24,106

School year 2018-2019

Month	Number of Tickets Created
Aug-17	4,385
Sep-17	2,590
Oct-17	2,636
Nov-17	1,865
Dec-17	1,683
Jan-18	1,931
Feb-18	1,902
Mar-18	2,296
Apr-18	1,585
May-18	1,475
Jun-18	1,194
Jul-18	1,166
Total	24,708

School year 2017-2018

Monthly phone calls received by helpdesk

Month	Calls Queued	Calls Handled	Calls Abandoned
August - 2019	3,551	3,178	373
September - 2019	1,809	1,747	62
October - 2019	1,641	1,600	41
November - 2019	1,057	1,041	16
Total	8,058	7,566	492

School year 2019-2020

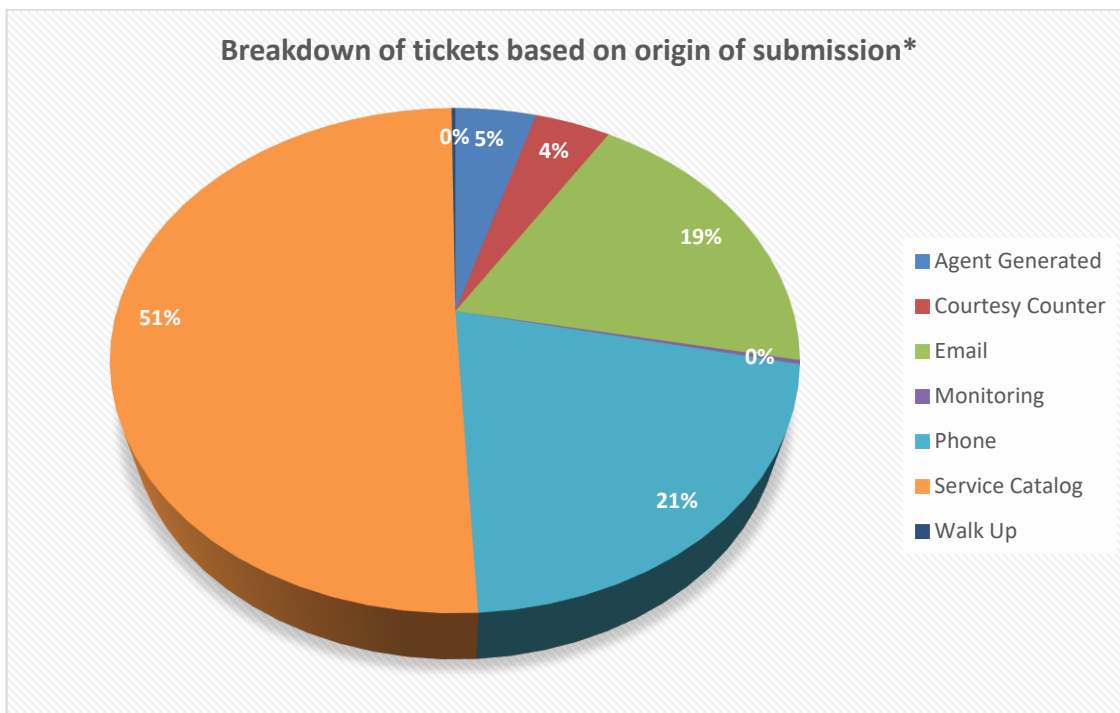
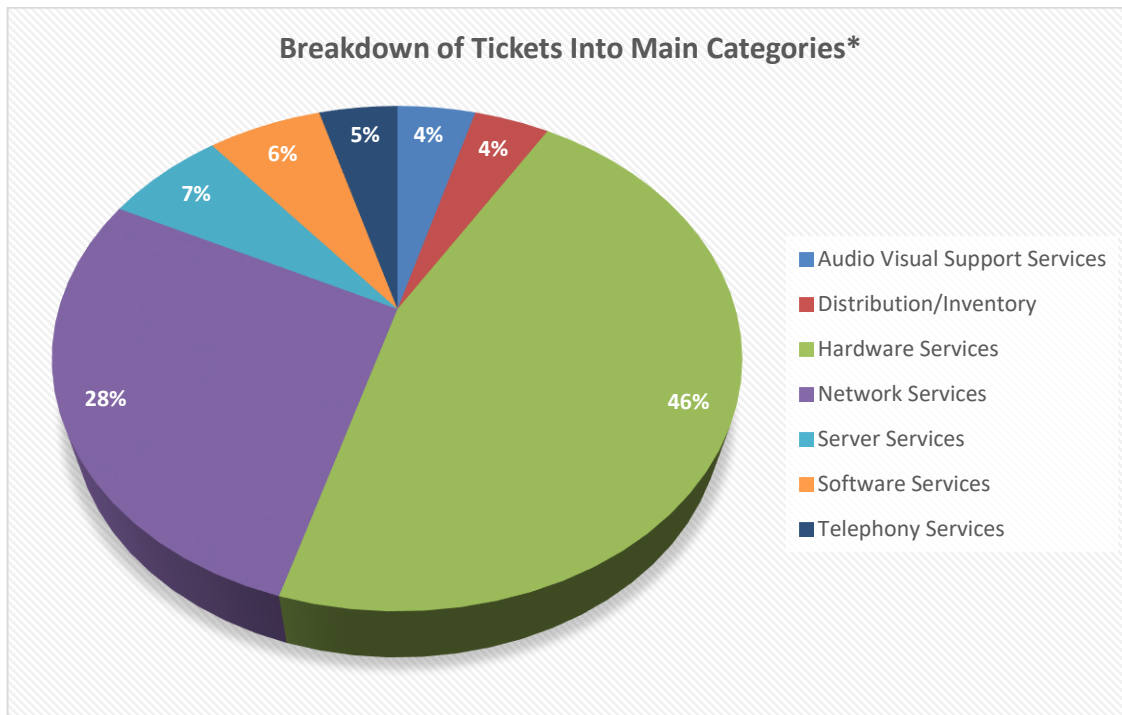
Month	Calls Queued	Calls Handled	Calls Abandoned
August - 2017	6,130	5,438	692
September - 2017	2,763	2,572	191
October - 2017	2,498	2,339	159
November - 2017	1,801	1,699	102
December - 2017	1,406	1,352	54
January - 2018	1,857	1,794	63
February - 2018	1,322	1,293	29
March - 2018	1,318	1,274	44
April - 2018	1,470	1,435	35
May - 2018	1,141	1,128	13
June - 2018	828	817	11
July - 2018	1,089	1,055	34
Total	23,623	22,196	1,427

School year 2017-2018

Month	Calls Queued	Calls Handled	Calls Abandoned
August - 2018	4,280	3,072	1,208
September - 2018	1,521	1,441	80
October - 2018	2,013	1,780	233
November - 2018	1,336	1,206	130
December - 2018	1,325	1,142	183
January - 2019	1,568	1,449	119
February - 2019	1,799	1,629	170
March - 2019	2,118	1,905	213
April - 2019	1,449	1,401	48
May - 2019	1,026	989	37
June - 2019	713	672	41
July - 2019	931	885	46
Total	20,079	17,571	2,508

School year 2018-201

Tickets Categories



*Based on sample size of 23,500 tickets

APPENDIX C – SAMPLE SERVICE LEVEL METRICS AND CREDITS

Performance Objective	Metrics	Credit
Customer Satisfaction	85% or higher	8% of total monthly payment
Calls Answered	95% or higher	8% of total monthly payment
Calls Abandoned after 1 minute	3% or less	5% of total monthly payment
Calls Abandoned before 1 minute	5% or less	5% of total monthly payment
Average Abandon Rate	5% or less	5% of total monthly payment
Average Wait Time Before Answer	2 minutes or less	5% of total monthly payment
Average Wait Time Before Abandon	2 minutes or less	5% of total monthly payment
First Call Resolution	75% or higher	10% of total monthly payment
Tickets to be Assigned to a Queue	2 hours or less	2% of total monthly payment
Ticket Backlog (non-warranty)	100 or less	10% of total monthly payment

APPENDIX D – PROPOSER’S EXPERIENCE REFERENCE FORM

The following questions shall be answered by the Proposer for use in evaluating the proposal to determine the lowest responsive and responsible Proposer.

1. EXPERIENCE:

Years in business under present name: _____

Years performing work specialty: _____

Licenses currently valid in force: _____

2. REFERENCES

Provide three references from agencies you have provided similar managed services to in the past two (2) years, at least one reference should be a public-school system.

Reference #1

Industry: _____

Firm/District Name: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____ Email Address: _____

Reference #2

Industry: _____

Firm/District Name: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____ Email Address: _____

Reference #3

Industry: _____

Firm/District Name: _____

Address: _____

Contact Name & Title: _____

Telephone #: _____ Email Address: _____

Authorized Representative’s Signature _____

Company Name: _____

APPENDIX E – CERTIFICATIONS FORM

Please use the table below to indicate the number of staff members associated with this contract, that have the following certifications. Only include staff that are currently employed by your company and whose certifications have not expired.

CERTIFICATION	EMPLOYED STAFF	CONTRACTED STAFF
Comp TIA A+		
Comp TIA Network+		
CCENT – Review		
CCT		
CCNA		
CCNP		
HDI CSS		
HDI HAD		
Dell Hardware*		
HP Hardware*		
MCDST		
MCSE		
Project Management Certified by the Project Management Institute		
ITIL		
Additional Certification list below		

APPENDIX F – SERVICE PROVIDER QUESTIONS

Service Provider Questions: Proposers must complete the questions below in their entirety.

Instructions:

- Each question must be answered as accurately as possible
- Proposers may use additional and separate sheets as necessary
- Proposers may include diagram, pictures, and illustrations
- Proposers must respond to each of the following points as part of their RFP response.

1. Describe how the partner will manage to keep costs down and at the same time strive to improve the quality of service provided and customer satisfaction.

2. List and describe the top three (3) ways the partner will add value to the client's organization.

3. Describe how the company views the lifecycle of an incident from start to finish.

4. Describe the various methods that the partner uses to keep the customer and the end-user informed, and where they fit in the lifecycle of the incident. Provide specific examples of the flow of communication.

5. Describe the infrastructure that the partner would implement at CMSD.

6. Describe the methodologies and metrics that the partner uses to make adjustments to the infrastructure you have described in question number five.

7. Describe in detail the criteria the partner uses to determine the effectiveness of the services provided to customers.

8. Describe the top three (3) critical success factors for providing quality support and how the partner has addressed them.

9. Describe the methodologies and procedures that the partner uses to minimize the effects of staff turnover.

10. Describe the methodologies and procedures that the partner service uses to identify training needs of service staff, customer, and end-user; also describe how the partner addresses them.

11. Describe what is done to maintain and improve your service staff's soft skills, (e.g. interpersonal skills, personality, communication, etc.)

12. Describe the process and methodologies that the partner service uses to identify and move items from second level and above to first level support

13. Describe the proposed CMSD Student Internship/Worker program.

APPENDIX G – CMSD’S MASTER SITE LIST

SITE LOCATION: Number of Sites and Names are subject to change throughout the contract

Building	School Codes	Address	
		Address	Zip
Adlai Stevenson School	004	18300 WODA AVENUE	44122
Alfred Benesch	195	5393 QUINCY AVENUE	44104
Almira	012	3375 WEST 99 STREET	44102
Andrew J Rickoff	016	3500 EAST 147 STREET	44120
Anton Grdina	021	2955 E. 71 STREET	44127
Artemus Ward	023	4315 WEST 140TH STREET	44135
BARD (Carl F Shuler Bldg)	209	13501 TERMINAL AVENUE	44135
Benjamin Franklin	036	1905 SPRING ROAD	44109
Bolton	041	9803 QUEBEC AVENUE	44106
Buhrer Dual Language	064	1600 BUHRER AVENUE	44109
Campus International High School	282	3100 CHESTER AVENUE	44115
		2160 PAYNE AVENUE	44114
Campus International School	102		
Case	068	4050 SUPERIOR AVENUE	44103
		16807 ST. CLAIR AVENUE	44110
Central Kitchen	170		
Charles A Mooney School	080	3213 MONTCLAIR AVENUE	44109
	174		
Charles Dickens School	077	13013 CORLETT AVENUE	44105
		17900 HARVARD AVENUE	44128
Charles W Eliot School	078		
		19101 PURITAS AVENUE	44135
Clara E Westropp School	090		
Clark School	088	5550 CLARK AVENUE	44102
Cleveland Christian Home High School	091	1400 W 25TH STREET	44113
Cleveland High School for Digital Arts (Lakeside Bldg)	208		
Davis Aerospace & Maritime High School (Lakeside Bldg)	326		
Success Tech	514	1440 LAKESIDE AVENUE	44114
Lakeside (Administrative)	099		
Cleveland Metro Administration Building	001	1111 SUPERIOR AVENUE	44114
Servers			
Cleveland School of the Arts	801	2064 STERNS ROAD	44106
	096		
Collinwood High School	071	15210 ST. CLAIR AVENUE	44110
	117		
	178		
Daniel E Morgan School	109	8912 MORRIS AVENUE	44106
Denison	112	3799 WEST 33RD STREET	44109
Design Lab Early College (Health Careers Bldg)	032	1740 EAST 32ND STREET	44114
Dike School Of The Arts	124	2501 EAST 61ST STREET	44104
Douglas Macarthur Girls Leadership Academy	130	4401 VALLEYSIDE ROAD	44135
		4177 EAST 49TH STREET	44105
East 49th Bus Depot	968		
East Clark	148	885 EAST 146TH STREET	44110
East Professional Center	144	1349 EAST 79TH STREET	44104
East Technical High School	161		
	222	2439 EAST 55TH STREET	44104
East Technical High School (New Tech East)	040		
Euclid Park	168	17914 EUCLID AVENUE	44112

Building	School Codes	Address	
		Address	Zip
Franklin D. Roosevelt	172	800 LINN DRIVE	44108
Fullerton School	184	3900 75TH STREET	44105
Garfield	188	3800 WEST 140TH STREET	44111
Garrett Morgan	802	4016 WOODBINE AVENUE	44113
George Washington Carver Stem	198	2200 EAST 55TH STREET	44103
Ginn Academy	805	655 EAST 162ND STREET	44110
Glenville High School	220	650 EAST 113TH STREET	44108
	418		
H Barbara Booker	224	7901 HALLE AVENUE	44102
Hannah Gibbons Stem	229	1401 LARCHMONT ROAD	44117
Harvey Rice	240	2730 EAST 116 STREET	44120
Iowa-Maple	270	12510 MAPLE AVENUE	44108
James Ford Rhodes High School	273	5100 BIDDULPH AVENUE	44144
	245		
	243		
	281		
	223		
Jane Addams Business Careers High School	275	2373 EAST 30TH STREET	44115
John Adams High School	267	3A56:C63817 MARTIN L. KING DRIVE	44105
	276		
	268		
	177		
JFK Eagle Academy/PACT	210	17100 HARVARD AVENUE	44128
John F Kennedy High School	211		
John Hay School Of Architecture & Design	285	2075 STOKES BOULEVARD	44106
	284		
	692		
	159		
John Marshall School Of Civic & Business Leadership	691	3952 WEST 140TH STREET	44111
	292		
	300		
	298		
	299		
Jones Home	290	3518 WEST 25TH STREET	44109
Joseph M Gallagher School	279	6601 FRANKLIN BOULEVARD	44102
Downtown Education Center	116	9300 QUINCY AVENUE	44106
Kenneth W Clement	297	14311 WOODWORTH ROAD	44112
Lake Center Bus Depot	969	870 EAST 79TH STREET	44103
Lincoln-West High School	330	3202 WEST 30TH STREET	44109
	333		
	334		
	175		
Louis Agassiz School	338	3595 BOSWORTH ROAD	44111
Louisa May Alcott Elementary School	340	10308 BALTIC ROAD	44102
Luis Munoz Marin School	328	1701 CASTLE AVENUE	44113
Marion C Seltzer	353	1468 WEST 98TH STREET	44102
Marion-Sterling	354	3033 CENTRAL AVENUE	44115
Martin L. King High School	804	1651 EAST 71ST STREET	44103
Mary B Martin School	347	8200 BROOKLINE AVENUE	44103
Mary M Bethune	350	11815 MOULTON AVENUE	44106
Max S Hayes High School	349	2211 WEST 65TH STREET	44102
Mc2 STEM @ CSU (Rhodes Tower)	035	2124 CHESTER AVENUE, 2nd FLOOR	44115
	136		
Mc2 STEM GE Lighting @ Nela Park	035	1975 NOBLE ROAD, BLDG 336	44112
	135		
Mc2 Stem GL Science Center	035	601 ERIESIDE AVENUE	44114
Memorial School	027	410 EAST 152 STREET	44110

Building	School Codes	Address	
		Address	Zip
Metro Health and Lincoln West	TBD	2500 METROHEALTH DRIVE	44109
Michael R. White	376	1000 EAST 92ND STREET	44108
Miles Park School	372	4090 EAST 93RD STREET	44105
Miles School	368	11918 MILES AVENUE	44105
Mound	396	5935 ACKLEY ROAD	44105
Nathan Hale School	411	3588 MARTIN L. KING DRIVE	44105
Nathaniel Hawthorne (The School of One)	TBD	3575 WEST 130TH STREET	44111
New Tech West (Brooklawn Bldg)	060	11801 WORTHINGTON AVENUE	44111
Newton D Baker School	415	3690 WEST 159TH STREET	44111
Oliver H Perry	428	18400 SCHENELY AVENUE	44119
Orchard School Of Science	436	4200 BAILEY AVENUE	44113
Patrick Henry School	448	11901 DURRANT AVENUE	44108
Paul L Dunbar	451	2159 WEST 29TH STREET	44113
Ridge Road Depot	957	3832 RIDGE ROAD	44144
Trades Shop	966	3840 RIDGE ROAD	44144
Riverside School	485	14601 MONTROSE AVENUE	44111
Robert H Jamison School	482	4092 EAST 146 STREET	44128
Robinson G Jones	487	4550 WEST 150TH STREET	44135
Scranton School	500	1991 BARBER AVENUE	44113
South	512	7415 BROADWAY AVENUE	44120
Sunbeam	532	11731 MT. OVERLOOK AVENUE	44120
Thomas Jefferson International Newcomers Academy	536	3145 WEST 46TH STREET	44102
	537		
Tremont Montessori School	544	2409 WEST 10TH STREET	44113
Valley View Boys' Leadership Academy	550	17200 VALLEYVIEW AVENUE	44135
Wade Park	556	7600 WADE PARK AVENUE	44103
Walton School	560	3409 WALTON AVENUE	44113
Warner Girls Leadership Academy	572	8315 JEFFRIES AVENUE	44105
Washington Park Environmental Studies	587	3875 WASHINGTON PARK BLVD	44105
	110		
Waverly	596	1422 WEST 74TH STREET	44102
	592		
Whitney M. Young Leadership Academy	615	17900 HARVARD AVENUE	44128
	614		
Wilbur Wright School	616	11005 PAKHURST DRIVE	44111
William Cullen Bryant	622	3121 OAK PARK AVENUE	44109
William Rainey Harper		5515 IRA AVENUE	44144
Willow School	605	5004 GLAZIER AVENUE	44127
Willson School	624	1126 ANSEL ROAD	44106
Woodland Data Center	274	4966 WOODLAND AVENUE	44104
		Number of Sites	
Grand Total		106	

APPENDIX H – PRICING FORM

(To be submitted with the proposal but in a separate sealed envelope)

Proposer must separate out cost via line item and use the table provided below.

The Independent Contractor proposes to furnish cost per the Specifications/Scope of Work as outlined in this request, and in accordance to the entire satisfaction and acceptance of the Cleveland Municipal School District.

All price quotations must include all labor, materials and equipment, applicable taxes, shipping and miscellaneous charges that are necessary to provide Cleveland Metropolitan School District with a complete solution to all sites.

Description of Services	Monthly Cost	Total Cost Per Year 1
Managed Service Desk and Field Support Services		
Optional Service for Computer Software Imaging and Installation Services		

Description of Services	Monthly Cost	Total Cost Per Year 2
Managed Service Desk and Field Support Services		
Optional Service for Computer Software Imaging and Installation Services		

Description of Services	Monthly Cost	Total Cost Per Year 3
Managed Service Desk and Field Support Services		
Optional Service for Computer Software Imaging and Installation Services		

Attach a schedule of fixed unit prices which would apply to any additional purchases beyond the scope of this contract such as pricing for new campus, upgrades and optional services.

The signer of this proposal guarantees, as evidence of the sworn affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, surety company, bank depository, material, or equipment manufacturer or distributor or any person or firm or corporation to furnish any pertinent information requested by the CMSD District or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

Vendors must complete the signatory requirement below:

Company Name: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Signature: _____

Printed Name: _____

Date: _____