



SPECIFICATIONS, INSTRUCTIONS AND PROPOSAL SHEETS

**REQUEST FOR PROPOSAL  
#21221**

**ONLINE EDUCATOR EVALUATION SOLUTION**

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 HUMAN RESOURCES DEPARTMENT FOR THE  
BOARD OF EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT  
CUYAHOGA COUNTY, OHIO

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## Section I: Notice of Request for Proposal

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 May 5, 2017**. This RFP will not be publicly opened.

### ONLINE EDUCATOR EVALUATION SOLUTION

Copies of Instructions to Proposers and Specifications may be obtained directly from the District's Webpage. Go to [clevelandmetroschools.org/purchasing](http://clevelandmetroschools.org/purchasing) and click on the RFP number. If you require assistance, please email [denyse.hirsch@clevelandmetroschools.org](mailto:denyse.hirsch@clevelandmetroschools.org) or call **(216) 838-0413**.

There will be a pre-proposal conference for this RFP on **April 19, 2017** at 12:00 pm. The pre-proposal conference will be held at 1111 Superior Avenue E, Cleveland, Ohio 44114. Attendance is not mandatory but encouraged. Call line 1-302-202-1116, conference code 903459, is available as another option for those not able to attend in person.

All questions and correspondence related to this RFP must be submitted in writing **ONLY** by **12:00 pm on April 25, 2017** at the email address given above. All questions and concerns with corresponding answers will be sent to every prospective vendor and posted at [clevelandmetroschools.org/purchasing](http://clevelandmetroschools.org/purchasing). Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than **April 28, 2017**.

No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.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

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 Purchasing  
4/7/2017

## Section II: Instructions to Proposers

### ONLINE EDUCATOR EVALUATION SOLUTION

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 May 5, 2017.** Proposals will not be opened publicly.
3. All submissions must include **one (1) original, with blue ink signatures, two (2) 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.
- k. The components listed on [pg. 57](#), Vendor Response Instructions, General.

**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.**

4. No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.
5. 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.
6. 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.
7. 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.
8. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
9. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
10. 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.
11. 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.
12. 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.
13. **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.
14. **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
- d. Professional Liability:** including Cyber Insurance  
**100% of the awarded contract**

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.

15. **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: 20% for Goods**

16. **REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFP must be directed to: Denyse Hirsch, email: **denyse.hirsch@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.
17. **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.
18. 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.
19. **Primary Vendor** - The Primary Vendor is defined as the sole party to the contract with the District and the sole point of contact for the District, who is accountable and responsible for the successful integration of all solution components being proposed.
20. **Subcontractors** - Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of the CMSD project manager, and with prior written approval from the project manager. The primary vendor will be responsible for the subcontractors meeting all terms and conditions of the specifications and the contract.



## Section II: Addendum Acknowledgement Form for RFP #21221

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

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Proposer: \_\_\_\_\_

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

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 II: 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:**

**FEMALE BUSINESS ENTERPRISE:**

# Section II: Taxpayer ID Form

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	<b>Give Form to the                  requester. Do not                  send to the IRS.</b>
Print or type See Specific Instructions on page 2.	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	
	3 Check appropriate box for federal tax classification; check only <b>one</b> 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) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

*Note.* If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	<b>Employer identification number</b>								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> </table>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> <td style="width: 25%;"> </td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Section II: No Proposal Form**  
**RFP #21221**

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 II: 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

### 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 II: 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:

---

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**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 III: 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 the City of Cleveland? (No debarment or findings for recovery)?
- 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: \_\_\_\_\_

**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

## Sample: Acord Certificate of 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).

<b>PRODUCER</b>  	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>FAX (A/C, No):</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td></td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td></td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  															

**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	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$
	<b>AUTOMOBILE LIABILITY</b>						GENERAL AGGREGATE \$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				PRODUCTS - COMPIOP AGG \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				\$
	<input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				WC STATUTORY LIMITS \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				OTHER \$
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b>  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
-----------------------------------	--

ACORD 25 (2010/05)

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## Section IV: 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 V: Diversity Business Enterprise Participation Forms**

### **Part I: The District's DBE Program**

#### **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 woman.

**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 join 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 stopping 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

**Part II: 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)

**Part II: 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 a 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.

**Part II: 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: \_\_\_\_\_

**Part II: 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**



**Part II: 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*

**Part II: 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 \_\_\_\_\_

## Part II: DBE Form F

**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.

**Part II: 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

JSS.

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 VI: EOA Contractual Declaration Forms

### Part III: 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)

\_\_\_\_\_  
(Signature of Company Official)

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

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.

Job Categories	All EMPLOYEES			MALES					FEMALES				
	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 red 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: \_\_\_\_\_

**Sample: Vendor Contract**  
**DO NOT COMPLETE**

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_, by and between

\_\_\_\_\_  
*Vendor Name*

\_\_\_\_\_  
*Address, City, State, Zip*

(“Vendor”) and **THE CLEVELAND MUNICIPAL SCHOOL DISTRICT**, 1380 East Sixth Street, Cleveland, Ohio 44114 (the “District”), and is for the purpose described below.

1. **CONTRACT PURPOSE.** The purpose of this contract is:

*(State Purpose)*

\_\_\_\_\_ by providing the following: *(list all equipment, supplies, goods, services and deliverables to be provided):*

The District’s request for proposal and the Vendor’s proposal are incorporated herein as if fully re-written.

2. **TERM.** This Agreement shall commence on the date executed by the second of the Parties to sign this instrument and shall terminate on acceptance of all equipment, supplies, goods, services and deliverables described above and no later \_\_\_\_\_ *(Date)*; than \_\_\_\_\_ provided, however, that the District may terminate this Agreement without obligation and without cause by giving fourteen (14) days written notice to the Vendor under the Termination for Convenience clause below.
3. **COMPENSATION.** Subject to the terms and conditions of this Agreement, the District agrees to pay the Vendor an amount not to exceed:



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.

7. **INDEPENDENT CONTRACTOR STATUS.** Vendor and the District acknowledge and agree that Vendor is an independent Contractor and has no authority to bind the District or otherwise act as a representative of the District. The District will provide **no** benefits such as health insurance, unemployment insurance, or worker's compensation insurance to Independent Contractor. Independent Vendor will be responsible for payment of all federal, state and local income taxes, unemployment and worker's compensation coverage.
8. **CONFIDENTIALITY/OWNERSHIP.** The Vendor agrees that all financial, statistical or proprietary information provided by the District or any information that the Vendor may acquire, directly or indirectly, if any, which relates to the District will be kept confidential and not used by or released to any third party or parties without the prior written consent of the District. The Vendor further agrees that any written material, (e.g., report, study, etc.), developed for the District shall be property of the District, and the District shall be entitled to obtain copyrights or any similar such protection for any deliverables furnished by the Vendor under the terms of this Agreement, and that any such materials be considered a "work-for-hire."
9. **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.

10. **SERS and STRS CONTRIBUTIONS**

*[DELETE this Paragraph in full if neither of the two options below initialized paragraphs apply. If this contract is for the purchase of equipment, goods or supplies only or if this is a pure temporary consultant agreement, then delete this Paragraph in full.]*

***[PICK ONE OF THE TWO OPTIONS BELOW AND DELETE THE OTHER. IF NEITHER APPLY, DELETE THE ENTIRE PARAGRAPH.]***

Under Ohio Revised Code Section 3309.01 et. seq., and 3307.01 et seq., *[Vendor employees performing duties as \_\_\_\_\_ at the site of the school have been determined by the School Employees Retirement Board to be covered employees for the purposes of the Ohio School Employees Retirement System (SERS)]*

***[OR]***

*Vendor employees who are performing duties as \_\_\_\_\_ are considered covered employees under the State Teachers Retirement System (STRS)].*

The Vendor shall remit to the Chief Financial Officer for the Cleveland Metropolitan School District (CMSD) both the employer's and employee's contribution shares which CMSD will then remit to SERS and STRS, as applicable. Currently, the employer's share is fourteen (14%) percent of the total compensation earned by such employees and the employee's share currently is ten (10%) of total earned compensation. The Vendor shall be liable for any future increases implemented by SERS or STRS, as applicable.

On a regular monthly basis, and by no later than the tenth (10<sup>th</sup>) day of each month, the Vendor shall transmit to the Board all amounts which were deducted from employee paychecks as well as the amount reflecting the employer's share for each such employee.

In addition, the Vendor shall supply the following information for such employees:

- Full name and Social Security Number.
- The employee's gross earnings for work performed under the contract for the applicable period.
- The number of days and hours worked during the applicable pay period.
- The employee's hourly rate of pay.
- The amount of each employee's contributions.
- The amount of the employer's contribution for each employee.

The Vendor shall provide CMSD access to all records related to the administration of the SERS and STRS retirement systems, as applicable.

The Vendor shall indemnify and hold harmless CMSD, its officers, and employees in all matters related to the administration of the SERS and STRS retirement contributions.

11. **FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION.** *[ATTACH CERTIFICATION FROM AUDITOR OF STATE'S WEBSITE AND FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM) WEBSITE]*

<http://www.auditor.state.oh.us/OnlineServices/FFR/default.htm>.

<http://www.sam.gov/portal/public/SAM/>

Vendor represents that it has no unresolved findings for recovery against it by the Ohio Auditor of State or any notice of debarment or suspension from any Federal Agency. The District may terminate this contract at any time if the vendor or any of its directors or officers is found at any time to have any unresolved findings for recovery by the Auditor of State or any notice of debarment or suspension from any Federal Agency.

12. **CRIMINAL BACKGROUND CHECK.** 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.

13. **DISCRIMINATION.** Vendor certifies that it does not discriminate and covenants that it shall not discriminate on the basis of race, religion, marital status, color, national origin, sex, age, disability or any other classification protected under federal, state, or local law.
14. **PERSONNEL.** Upon the District's request, and in its sole discretion, Vendor shall replace personnel, if any, assigned by Vendor.
15. **LABOR DISPUTE.** If the Vendor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the party shall immediately give notice, including all relevant information, to the District.
16. **PROMPT PAYMENT DISCOUNT.** If the Vendor offers a prompt payment discount on any other contract, public or private, then the District shall be extended the same discount on this contract and shall be so notified of the existence of the discount and the terms thereof.
17. **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.
18. **TIME.** Time is of the essence in the performance of this contract.
19. **NOTICE OF BANKRUPTCY.** If the event Vendor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Vendor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the District Office responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.
20. **PAYMENT OF MONEYS DUE DECEASED VENDOR.** If the Vendor dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Vendor from the District for services rendered prior to the date of death or dissolution shall be paid to Vendor's executors, administrators, heirs, personal representative, successors, or assigns or as may be directed by an order of a Probate Court.

21. **AVAILABILITY OF FUNDS.** The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1, through June 30). If funds are not allocated for the Services that are the subject of this Agreement following the commencement of any succeeding fiscal year during which this Agreement may continue, the District may terminate this Agreement without liability for any termination charges, fees, or penalties, at the end of its last fiscal period for which funds were appropriated. The District shall be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. The District shall give the Service Vendor written notice that funds have not been appropriated (a) within a reasonable time after the District receives notice of such non-appropriation; and, (b) at least fourteen (14) days prior to the effective date of such termination.
22. **RECORDS.** The Vendor shall maintain all records pertaining to this Agreement on file for not less than ten (10) years and until any audit issues are resolved and to make such records available to the District, or any other duly authorized representative, upon request except if this is a federally funded contract. If this is federally funded, the vendor shall comply with all federally required records retention rules, regulations and laws and shall allow access as required by local, state or federal law, rules, regulations or ordinances.
23. **DEFAULT.** Any of the following events constitute default by the Vendor if such events are not cured within three (3) calendar days following receipt by Vendor of a notice of default from the District:
- a. Non-performance of any term, covenant, or condition of this Agreement by the Vendor within the time provided; or
  - b. Any act of insolvency by the Vendor or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of, or relating to debtors; or
  - c. Failure of the Vendor to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public Funds; or
  - d. Failure to maintain the required insurance or equipment as well as failure to provide qualified/licensed personnel or quality and safe vehicles.
24. **EFFECT OF DEFAULT.** In the event of any default by the 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 the Vendor's default;
  - c. Cure the default and obtain reimbursement and cover from the Vendor.
  - d. Exercise any other rights available to it in law or equity.

25. **WAIVER OF DEFAULT.** If the District consents to or waives the breach of any provision of covenant in this Agreement, such waiver shall not constitute a waiver of such provisions or covenant as to the future, and the District shall not be estopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this contract.
26. **TERMINATION FOR CONVENIENCE OF DISTRICT.** The District may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Vendor. The District may terminate this Agreement for any reason or no reason at all. Should the District terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience. The Court of Common Pleas of Cuyahoga County, Ohio shall have exclusive jurisdiction over any action concerning this Agreement except that if the U.S. District Court is determined to have exclusive jurisdiction, then the forum shall be the U.S. District Court for the Northern District of Ohio.
27. **EFFECT OF TERMINATION FOR CONVENIENCE.** If the District terminates this Agreement for its convenience, then the District shall only remit payment to the Vendor for work performed up to the date of termination. In no event shall the Vendor be entitled to lost or anticipatory profits.
28. **MISCELLANEOUS.**
- a. Vendor represents and warrants that it 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.

29. **CONFLICT OF INTEREST.** The Vendor represents that it 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

**CONTRACT MUST BE APPROVED BY CMSD LEGAL DEPARTMENT PRIOR TO SIGNATURE**

Approved as to form:

\_\_\_\_\_  
Law Department  
Cleveland Municipal School District

DATE: \_\_\_\_\_

**NOTICE TO VENDORS**

**GOODS AND/OR SERVICES ARE NOT TO BE PROVIDED UNTIL AFTER THE CONTRACT HAS BEEN SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF CMSD AND A CERTIFIED PURCHASE ORDER HAS BEEN ISSUED TO THE VENDOR.**

**THE CLEVELAND MUNICIPAL SCHOOL DISTRICT IS NOT OBLIGATED TO PAY FOR GOODS AND/OR SERVICES PROVIDED PRIOR TO THE DATE THIS CONTRACT HAS BEEN SIGNED BY AN AUTHORIZED CMSD REPRESENTATIVE.**

\*\*\*\*\*  
\*\*\*\*

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be executed by them or their authorized representatives as of the day and year first above written.

**CLEVELAND MUNICIPAL SCHOOL DISTRICT**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Vendor

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATE OF FUNDS**  
**(Section 5705.41, O.R.C)**

In the matter of: **COMPANY NAME**

**IT IS HEREBY CERTIFIED** that moneys required to meet the obligation of the Board of Education of the Cleveland Municipal School District under the above referenced Agreement have been lawfully appropriated for such purposes and are in the treasury of the School District or are in the process of collection to an appropriate fund, free from any previous encumbrance

CLEVELAND METROPOLITAN SCHOOL DISTRICT

By: \_\_\_\_\_  
CHIEF FINANCIAL & ADMINISTRATIVE OFFICER

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



**PART 2**

For the  
Cleveland Metropolitan School District

**FORMS AND SPECIFICATIONS**

RFP #21221

**ONLINE EDUCATOR EVALUATION SOLUTION**

## Overview

The Cleveland Metropolitan School District (CMSD) currently deploys a combination of manual and automated processes to evaluate their educators. The application portfolio that currently accomplishes this is comprised of:

- TDES Portal: a portal maintained by a 3rd party that users use to record data from observations and walk-throughs that form the basis of 50% of a teacher's evaluation rating.
- Ohio Principal Evaluation System (OPES): a mostly paper-based process that comprises principal and school administrator observations that form the basis of 50% of their ratings. Some of this process is captured in the TDES portal, some is captured on paper.
- Student Growth Measure (SGM) Portal: a system developed and maintained in-house that supports users to set student testing objectives and reconciles them with the results of vendor-supplied testing that forms the basis of the other 50% of a teacher's and a principal's evaluation rating.

Some of the shortcomings of this configuration include redundant entry, inefficiencies of manual processes and a lack of transparency due to limited access of data by its users.

The new successful solution will deliver the desired functionality in a single integrated system that will automate the workflow, while providing access to this information to authorized users and specifically aligning goals to results. It will be role and process-based, rather than based on the functional "silos" of the current three systems.

We appreciate your interest in responding to this Request for Proposal (RFP) and look forward to your clear, complete and concise response to this RFP.



## **Vendor Response Instructions**

As you respond to this RFP, please consider that Cleveland Metropolitan School District (CMSD) reserves the right to incorporate your responses into a final contract.

### **General**

In addition to the instructions and Purchasing Requirements in Part I, all vendor responses should address information, key questions, and the pricing matrix provided within the RFP. Responses to these items are required for consideration. CMSD reserves the right to withdraw this RFP at any time, and to eliminate any response from consideration at their discretion.

Any additional materials provided should be concise, factual and facilitate understanding of the vendor and the proposed solution.

At the conclusion of the RFP process, selected vendors should be prepared to conduct, on the CMSD premises in Cleveland, OH, a presentation of their credentials and capabilities, and discussion of their RFP responses. The expected duration of this demonstration will be up to one-half business day. All associated costs will be the responsibility of the vendor. In addition, CMSD personnel may visit sites at which proposed systems are in operation.

Vendor responses should be complete and include the following components, which are described below:

- Executive Summary
- Requirements Response Matrix
- Vendor's Scope of Work
- Vendor Business Profile
- Key Questions/Information Request
- Proposed Approach, Plan and Schedule
- Assumptions and Constraints
- Subcontractor Performance & Disclosure
- Pricing Matrix
- Purchasing Documentation required in Part 1

## Executive Summary

Please provide a brief explanation of your solution’s potential value to CMSD, as compared to the competition.

## Requirements Response Matrix

For each requirement listed in the *Requirements by Function* section provided in this RFP, please respond with one of the following values in the *Vendor’s Response* column:

- **3** indicates that this requirement is fully met by the current release of your packaged solution.
- **2** indicates that this requirement is fully met by a planned release of your solution. A "2" response must be accompanied by the general availability date of the solution. Failure to provide this date may result in a 0 score for this requirement.
- **1** indicates that customization to your solution, or that custom developed software will be necessary to meet this requirement.
- **0** indicates that your solution does not, and is not planned to meet the requirement, either by new release or customization.

## Vendor’s Scope of Work Matrix

For Vendor’s Scope of Work, the appropriate vendor response is to indicate if the information item will be met by means of “yes” or “no”. A “yes” response is a binding commitment by the vendor to fulfill the responsibility within the scope and price of their RFP response.

## Vendor Business Profile

Please provide the business information requested in the *Vendor Business Profile* section of this RFP.

## Key Questions and Information Requests

Vendors will provide direct, concise responses to our Key Questions and Information Requests.

## Proposed Approach, Plan and Schedule

The vendor will identify and provide the major tasks and associated timelines and deliverables required for fulfilling the scope of work described in this RFP. The vendor must also clearly specify the estimated duration of the entire process. Any tasks required for this scope of work and not performed by the vendor must be identified as such, with task duration and resources quantified. This includes any and all CMSD tasks, resources or deliverables. Please include resumes of key project personnel, including relevant experience and certifications.

## Assumptions and Constraints

Please supply any assumptions on which your solution and its estimates are based, along with any constraints you may have.

## Subcontractor Performance and Disclosure

Any and all performance and disclosure issues for all subcontractors must be noted. If a subcontractor has had a contract terminated due to their non-performance or poor performance during the past five years, all such incidents must be disclosed. If no such terminations have been experienced by the vendor in the past five years (5), so indicate.

- Please describe the performance incident in detail. Be sure to include the other party's name, business, address, telephone number and e-mail.
- Identify if the subcontracting firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organization and company direction.
- Provide details of any past or pending litigation, or claims filed, against the subcontracting firm that may affect your performance under a Contract with the Owner.
- Identify if the subcontracting firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- Identify if any relationship exists by relative, business associate, capital funding agreement, or any other such kinship between the firm and any District employee. If so, please explain.

## Pricing Matrix

The vendor will provide the price for services as set forth in the Proposed Approach, Plan and Schedule in the Pricing Matrix. Please describe your pricing/licensing approach. All pricing must be submitted on the Pricing Matrix and Term Form Enclosed.

## Vendor Selection Process

All proposals will be reviewed by an evaluation team to determine if the proposals are responsive to CMSD's needs. The evaluation process will be completed in four parts:

1. Review & scoring of the proposal
2. Review & scoring of the cost proposal
3. Reference checks
4. Vendor Demonstrations

The evaluation of proposals will be based on the following areas:

<b>Criteria</b>	<b>Scoring Round</b>	<b>Points</b>
Affinity to Requirements	1	30
Client References	3	15
Training Approach	2	15
Project Plan and Schedule	2	5
Price	2	10
Company History and Background	1	5
Experience and Qualifications	1	5
Vendor Demonstrations	4	15
<b>Total Points</b>	N/A	100

CMSD will evaluate proposals in multiple phases. Each evaluation round will have its own unique scoring criteria. The final evaluation scoring will be cumulative of all rounds.

Upon review of vendors' proposals, a minimum of the two top ranked qualified respondents will be invited to the next phase of the evaluation. CMSD will call vendor references and rate the vendors based on feedback from the references. CMSD staff will conduct these reference checks as a team and use the same script for each reference check.

CMSD will also request a technology demonstration by the vendor and any subcontractors to review the software proposed, the implementation methodology, meet the project team, address additional questions, and review in depth demonstrations. A technical review with emphasis on configurability, DBM implications, as well as testing methodologies, will also be conducted. CMSD will provide each vendor a detailed script for their demonstration to ensure that all demonstrations cover the relevant functional areas and issues required by the District.

The District will then rank the remaining qualified respondents based on proposal, cost proposal, references, and demonstration in order to identify the proposal that provides the "best value." The evaluation process is designed to award the contract to the vendor with the best combination of attributes based upon the evaluation criteria, not necessarily to the vendor with the lowest cost.

The team will rank proposals, and negotiations may be undertaken with the top ranked vendor. If agreement cannot be reached by a mutually agreed upon date, negotiations may commence with the next highest ranked vendor at the District's discretion.

**The milestone dates for the project are estimated as follows. These dates are subject to change at the discretion of the District:**

<b>April 25, 2017</b>	Deadline for submission of questions
<b>May 5, 2017</b>	Vendor RFP responses due
<b>May 19, 2017</b>	Up to three finalist vendors selected
<b>Week of May 26, 2017</b>	Vendor Presentations / Demos
<b>June 02, 2017</b>	Vendor(s) selected for negotiation

## Vendor's Scope of Work

The major components of the desired scope of work for the vendor are comprised of the following items. Responses to these items are required.

Vendor's Scope of Work	Yes or No
<b>Provide, maintain and enhance a hosted solution to fulfill the business and technical requirements for an Evaluation System</b>	
<ul style="list-style-type: none"> <li>Any other software needed to fulfill these requirements (e.g. query / reporting).</li> </ul>	
<ul style="list-style-type: none"> <li>If your solution contains custom developed components, source code for the customization will be provided. Any custom code should be fully supported under the standard maintenance agreement for future product software upgrades or releases.</li> </ul>	
<b>Provide services to fulfill the business and technical requirements for an Evaluation System</b>	
<ul style="list-style-type: none"> <li>To manage this project as the prime contractor, if other firms are involved.</li> </ul>	
<ul style="list-style-type: none"> <li>To develop and implement any customized components of the software.</li> </ul>	
<ul style="list-style-type: none"> <li>To install the application and components if necessary.</li> </ul>	
<ul style="list-style-type: none"> <li>To provide testing support, including providing a testing environment.</li> </ul>	
<ul style="list-style-type: none"> <li>Develop, test and implement the system interfaces described in this RFP.</li> </ul>	
<ul style="list-style-type: none"> <li>To provide technical support, and any applicable hourly rates or any other charges for post-warranty support.</li> </ul>	
<ul style="list-style-type: none"> <li>To provide user and system administrator training required to effectively use the tool.</li> </ul>	
<ul style="list-style-type: none"> <li>To provide training documentation, in both hardcopy and electronic formats, for users and administrators.</li> </ul>	
<ul style="list-style-type: none"> <li>To comply with all RFP response criteria and terms.</li> </ul>	

## Scope of CMSD Responsibilities

CMSD is planning to perform the following tasks:

- Designate a primary contact to resolve questions and obtain business decisions.
- Develop and execute test scripts based on the functional and technical requirements included in this RFP.
- Accept the system to signify completion of the installation phase of the project.
- Accept the system to signify completion of the project after 90 consecutive days of error-free operation at mutually agreed upon levels of performance.

The vendor will perform all other tasks required for this scope of work.

## Completion Criteria

The completion criteria for the configuration/install phase of the project will be the successful execution of an acceptance test, based on the initial implementation phase. This may involve a test script, based on the requirements from the RFP to which the vendor has positively responded, along with criteria mutually agreed upon by the vendor and CMSD.

*Successful execution* means that the results specified in the script are achieved, or are at least acceptable to CMSD. The script events will also demonstrate the system's ability to meet the range of response times mutually agreed upon by the vendor and CMSD. This test will involve the simultaneous use of the system by a number of users, estimated at 4,000.

After this phase, the project will be considered complete when all the above tasks have been successfully executed, the project deliverables provided and accepted (including implementation plan and training), and after 90 consecutive days of error-free operation at mutually agreed upon levels of performance. This will "start the clock" for the post-implementation support/maintenance period.

## Definitions and Acronyms

The following terms and acronyms have been defined for this RFP.

- **AAP** - Academic Achievement Plan
- **Announcement** – Group specific message
- **Appeals and Grievances** - Outside processes that could result in changes to data inputted into the system.
- **Archive** - Lock and close a record for editing, but not deleting it.
- **Educator License ID** – Also known as the State ID. It is the number that the ODE identifies the teacher by. Also, used when reporting through eTPES.
- **Employee ID** – This is the 6-digit number used by CMSD, and is the main ID number in Workday.
- **eTPES** - Ohio Department of Education portal that data must be reported to annually.
- **EVAAS** - Ohio Department of Education provided value added student growth data.
- **Evidence** - Notes from observation events.
- **Growth and Improvement Plan** - Template types that are populated by employees at the beginning of the school year.
- **Lock** – Close a specific step in a record for editing.
- **Notification** – Message to an individual, triggered by an action.
- **ODE** – Ohio Department of Education.
- **PAR** – Peer Assistance Review – a program implemented by CMSD to support struggling teachers with additional feedback. Teachers in the PAR program are evaluated by a peer rather than an administrator.
- **Rubric** - A rubric is typically an evaluation tool or set of guidelines used to promote the consistent application of learning expectations, learning objectives, or learning standards in the classroom, or to measure their attainment against a consistent set of criteria. There are at least 13 different rubrics in use in CMSD.
- **SIS** - Student Information System.

- **SLO** - Student Learning Objective, one type of student growth measure used in CMSD.
- **SOC-1 & SOC-2** - A series of accounting standards that measure the control of financial information for a service organization, and often apply to the online SaaS environment.
- **TDES Co-chairs** - Leaders of the teacher evaluation work; final decision-makers.
- **Walk-through** - Brief, informal observation of teaching after which notes are inputted into the portal; one of several observation events.
- **Workday** – CMSD’s ERP system.



## Objective

Objectives define measurable goals that are associated with the implementation of an Online Educator Evaluation Solution. Fulfilling these Objectives indicates success in selecting the right solution to assist in the Online Educator Evaluation process. Below are the objectives for this project that CMSD has defined.

**Our educator evaluation software solution will support our instructional staff with performance evaluation and feedback to enable growth and development. The system will:**

1. Provide a one-stop site for activities related to all steps in the performance evaluation process for teachers, principals and other instructional staff.
2. Be intuitive and easy to use, with reduced key strokes and more efficient processing.
3. Provide real time data for use by educators to prepare feedback and direct development.
4. Meet all contractual and state requirements for educator evaluation.
5. Be well supported by both the software vendor and CMSD IT.

All users will be trained and ready to use the fully-built solution by the beginning of the 2018-2019 school year.

## **Proposed Business Functions**

A narrative description of each proposed function in the Online Educator Evaluation Solution's process is provided below.

### **Function 1: Setup and Maintain Portals**

In this function, CMSD will be able to easily maintain day to day and administrative activities such as:

- Setup, archive and validation of users
- Adding and removing schools as necessary
- Assign users to schools
- Assign evaluators to users
- Indicate certain user attributes and roles
- Change business rules easily as required
- Send targeted notifications and announcements to users.

### **Function 2: Create and set plans, goals and objectives**

This function will enable users, including teachers, principals, evaluators and evaluatees to enter, save, validate and submit the plans, goals and objectives on which evaluations are based. They will be able to enter in all information into the solution and save in draft status. The users will be able to leave and return to the system as needed.

### **Function 3: Conduct formal announced and unannounced observations, walk-throughs, and evidence collections**

This function will enable users, including central office leaders, evaluators and evaluatees to schedule events, confirm those events, enter, save, validate and submit all materials needed to complete the tasks associated with these observations, walk-throughs, and evidence collections. Users will also be able to assign ratings to components of the applicable rubric based on the evidence collected. They will be able to enter in all information into the solution and save in draft status. The users will be able to leave and return to the system as needed, then once the steps are complete, they can submit. Users will also be able to easily view and print all materials in both their draft stages and following submission.

### **Function 4: Clean up and verify student rosters**

This function deals with creating, reviewing, editing, documenting changes, approval and rejection of the student rosters that make up Student Growth Measures. If changes are made, then the rationale must be documented, reviewed and approved or rejected.

### **Function 5: Complete composite assessment**

This function will enable the evaluators and evaluatees to review all evidence submitted and ratings assigned from all events as aligned to the appropriate rubric. The evaluator will be able to assign an overall composite rating, in addition to indicating any additional actions the evaluatee may need to take. The evaluatee will be able to acknowledge and accept the overall rating given.

### **Function 6: Score Student Learning Objectives**

This function deals with the solution's reconciliation of student's test scores with Student Learning Objectives (SLO).

### **Function 7: Manage grievances and appeals**

This function enables the appropriate level user (system admin, TDES co-chairs, Level 1 to 3 admins) to view and query data, and for system administrators to add additional documentation and override data with the appropriate audit trail maintained.

### **Function 8: Report vendor assessments**

This function deals with the ability to provide student detail that the teacher score is based on from a vendor assessment. The displays for the vendor assessment should be configurable by the CMSD system admin.

### **Function 9: Determine and load ratings and SGM data to eTPES**

This function manages user anomalies and delinquent users to be identified and reported before the creation of a file compliant with the Ohio's teacher evaluation online system, eTPES.

### **Function 10: Report on Data and Activities**

This function deals with the solution providing the needed reporting capabilities which range from creating user dashboards specific to role / user type, snapshot reporting and completion and compliance reports.

### **Global Requirements**

Requirements in this section apply to multiple functions.

## Prioritized Requirements

### Prioritized Requirements by Function

Below is a table containing the prioritized requirements for each function. Please complete this section of the Requirements Matrix in Appendix A. The criteria for prioritizing the requirements were:

- **(S) Showstopper:** Requirement must be supported for legal, audit, or policy reasons.
- **(H) High:** Affects business process greatly.
- **(M) Medium:** Affects productivity, quality of service; significant value.
- **(L) Low:** Requirement support would be "nice to have."

For each requirement listed in the Requirements Matrix provided in Appendix A, please respond with one of the following values in the Vendor Response column:

- **3** indicates that this requirement is fully met by the current release of your packaged solution.
- **2** indicates that this requirement is fully met by a planned release of your solution. A "2" response must be accompanied by the general availability date of the solution.
- **1** indicates that customization to a packaged solution, or that custom developed software will be necessary to meet this requirement.
- **0** indicates that your solution does not and is not planned to meet the requirement, either by new release or customization.

For any response of 0, 1, or 2, please describe the uncertainty or limitation related to the response.

Function	Requirement	Priority
Function 1: Setup and Maintain Portals	Requirement 1.1: The ability for the System Administrator to set up users	S
Function 1: Setup and Maintain Portals	Requirement 1.2: The ability for Evaluation solution and Workday to connect HR information with user, including: <ul style="list-style-type: none"> <li>• Job Code</li> <li>• Location</li> <li>• Contract type</li> <li>• Start date</li> <li>• Leave of absence status and dates</li> </ul>	S
Function 1: Setup and Maintain Portals	Requirement 1.3: The ability for Evaluation solution and Student Information System to connect <ul style="list-style-type: none"> <li>• Teacher / Student Links</li> <li>• Courses</li> <li>• Students taught</li> </ul>	H
Function 1: Setup and Maintain Portals	Requirement 1.4: The ability to add new schools in system	S
Function 1: Setup and Maintain Portals	Requirement 1.5: The ability to archive closed schools in system	S
Function 1: Setup and Maintain Portals	Requirement 1.6: The ability to automatically archive users based on employment status changes in the HRIS (Workday), including: <ul style="list-style-type: none"> <li>• Retired/resigned</li> </ul>	S
Function 1: Setup and Maintain Portals	Requirement 1.7: The ability to validate teachers to schools	S
Function 1: Setup and Maintain Portals	Requirement 1.8: The ability to identify a team or teams at each school <ul style="list-style-type: none"> <li>• TDES team</li> </ul>	H
Function 1: Setup and Maintain Portals	Requirement 1.9: The ability for Principals / Administrators to assign evaluators to evaluatees	S
Function 1: Setup and Maintain Portals	Requirement 1.10: The ability for the solution to indicate “Accomplished” status from a previous academic year as indicated in employee Workday record	H

Function	Requirement	Priority
Function 1: Setup and Maintain Portals	Requirement 1.11: The ability to indicate if a user is trained / not trained	M
Function 1: Setup and Maintain Portals	Requirement 1.12: The ability for solution to validate that an evaluator has a current evaluator certification prior to evaluating.	M
Function 1: Setup and Maintain Portals	Requirement 1.13: The ability for the System Administrator to personalize an announcement in the solution	L
Function 1: Setup and Maintain Portals	Requirement 1.14: The ability for solution to set duration to take action	M
Function 1: Setup and Maintain Portals	Requirement 1.15: The ability for System Administrator to set a lock down date after which no other modifications can be made <ul style="list-style-type: none"> <li>• End of Year</li> </ul>	S
Function 1: Setup and Maintain Portals	Requirement 1.16: The ability to connect the SLO to the course	S
Function 2: Create and set plans, goals and objectives	Requirement 2.1: The ability for solution to assign appropriate growth or improvement plan based on data from previous academic year	M
Function 2: Create and set plans, goals and objectives	Requirement 2.2: The ability for the user to submit their SLO	S
Function 2: Create and set plans, goals and objectives	Requirement 2.3: The ability for the user to validate current SIS courses or edit	S
Function 2: Create and set plans, goals and objectives	Requirement 2.4: The ability to upload student test scores to target data into the solution from data files on the CMSD server <ul style="list-style-type: none"> <li>• Currently done in-house</li> </ul>	S
Function 2: Create and set plans, goals and objectives	Requirement 2.5: The ability for the user to adjust SLO targets in the solution	S
Function 2: Create and set plans, goals and objectives	Requirement 2.6: The ability for the user to include attachments when submitting their SLO	H

Function	Requirement	Priority
Function 2: Create and set plans, goals and objectives	Requirement 2.7: The ability to automate notification of submitted SLO for action from other parties	H
Function 2: Create and set plans, goals and objectives	Requirement 2.8: The ability for approved users to view a submitted SLO	S
Function 2: Create and set plans, goals and objectives	Requirement 2.9: The ability to print the SLO at any point (draft or submitted)	H
Function 2: Create and set plans, goals and objectives	Requirement 2.10: The ability for Principal / Evaluator to approve or reject SLO in solution with detail as to why	S
Function 2: Create and set plans, goals and objectives	Requirement 2.11: The ability for Evaluatee to complete growth plan and submit	S
Function 2: Create and set plans, goals and objectives	Requirement 2.12: The ability for Evaluator to accept or reject growth plan with comments	S
Function 2: Create and set plans, goals and objectives	Requirement 2.13: The ability for Evaluator to draft and submit improvement plan	S
Function 2: Create and set plans, goals and objectives	Requirement 2.14: The ability for Evaluatee to approve or reject improvement plan	S
Function 2: Create and set plans, goals and objectives	Requirement 2.15: The ability for the improvement plan to be populated with previous year data	M
Function 2: Create and set plans, goals and objectives	Requirement 2.16: The ability for the growth plan to be populated with previous year data	M
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.1: The ability to draft notes from an observation / walk-through / evidence collection / domain update	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.2: The ability for the Evaluator/Evaluatee to complete a private / locked draft and come back to edit before sharing	H

Function	Requirement	Priority
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.3: The ability for the Evaluatee/Evaluator to view submitted notes once complete	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.4: The ability for all users to add attachments (both Evaluator and Evaluatee)	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.5: The ability for the Evaluatee to respond to notes from an Evaluator (and vice versa)	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.6: The ability for an appropriate user to be able to lock once they've completed an activity (e.g., Evaluator once event is complete)	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.7: The ability for Evaluator to provide final sign off in the solution	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.8: The ability for System Administrator to unlock an activity in the solution	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.9: The ability for the solution to support multiple rubrics (CMSD currently has at least 16 rubrics and may need to expand that number in the future)	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.10: The ability for users to submit appropriate template based on activity <ul style="list-style-type: none"> <li>• Lesson plan</li> <li>• Service plan</li> </ul>	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.11: The ability for the users to schedule an event in the solution and connect to the appropriate user email and calendar (via O365 interface)	H



Function	Requirement	Priority
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.12: The ability for the users to confirm a scheduled event	H
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.13: The ability for the solution to show a summary view of all feedback, evidence and attachments in a clear and user-friendly format as the user completes the evaluation process	H
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.14: The ability to mandate Evaluatee and Evaluator to associate uploaded attachments to a specific rubric component	M
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.15: The ability for Evaluator to script the evaluation and tag evidence to components	M
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.16: The ability for Evaluatee to self-assess on the rubric	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.17: The ability for Evaluator to indicate agreement with Evaluatee self-assessment	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.18: The ability for Evaluator to assign a final rating for each component of the rubric for the Evaluatee	S
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.19: The ability for the Evaluator to send areas of agreement to the Evaluatee prior to final rating	S

Function	Requirement	Priority
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.20: The ability for system admin to document non-compliant Evaluatees and Evaluators (i.e. missed final meeting)	M
Function 3: Conduct formal announced and unannounced observations and walk-throughs	Requirement 3.21: The ability for Evaluator to assign mid-year, in process overall rating aligned to goals and growth / improvement plan in relevant process	S
Function 4: Clean up and verify student rosters	Requirement 4.1: The ability for the user to remove students from their SLO rosters based on a finite set of reasons	S
Function 4: Clean up and verify student rosters	Requirement 4.2: The ability for the Evaluator to approve updated SLO roster	S
Function 4: Clean up and verify student rosters	Requirement 4.3: The ability to upload/import a compiled vendor roster	S
Function 4: Clean up and verify student rosters	Requirement 4.4: The ability for appropriate users to add / remove students from the compiled vendor roster	S
Function 4: Clean up and verify student rosters	Requirement 4.5: The ability for appropriate users to create a new vendor roster (if no roster in SIS)	S
Function 4: Clean up and verify student rosters	Requirement 4.6: The ability for the Evaluator to approve the compiled vendor roster or new roster if that was not available to the user	S
Function 4: Clean up and verify student rosters	Requirement 4.7: The ability for solution to mandate the approved users to select a set rationale for removing a student from a roster (note: adding a student to a roster does not require rationale)	S
Function 4: Clean up and verify student rosters	Requirement 4.8: The ability for the Evaluator to view rationale and changes made for all changes to the roster	S

Function	Requirement	Priority
Function 4: Clean up and verify student rosters	Requirement 4.9: The ability for the System Administrator to open / close the change window for roster verification	H
Function 5: Complete composite assessment	Requirement 5.1: The ability to provide a view of all tagged evidence and ratings from all events aligned to the rubric to Evaluator and Evaluatee	H
Function 5: Complete composite assessment	Requirement 5.2: The ability for Evaluator to assign ratings for each component of a rubric and an overall composite rating at end of year	S
Function 5: Complete composite assessment	Requirement 5.3: The ability to display Evaluatee contract and license at the composite to approved users	M
Function 5: Complete composite assessment	Requirement 5.4: The ability for Evaluator to indicate additional action needed about Evaluatee (i.e. recommend for PAR)	S
Function 5: Complete composite assessment	Requirement 5.5: The ability for system to generate options for Evaluatee based on overall rating and other data (based on business rules)	H
Function 5: Complete composite assessment	Requirement 5.6: The ability for Evaluatee to acknowledge and accept the overall rating from Evaluator (eSignature)	S
Function 6: Score Student Learning Objectives	Requirement 6.1: The ability for the solution to compare post test score to every student target	S
Function 6: Score Student Learning Objectives	Requirement 6.2: The ability for the solution to calculate the difference between target and actual	S
Function 6: Score Student Learning Objectives	Requirement 6.3: The ability to calculate percentage of students who met their target for each SLO	S

Function	Requirement	Priority
Function 6: Score Student Learning Objectives	Requirement 6.4: The ability for the solution to translate percentage of students who met their target to Teacher SLO's score based on SLO lookup table	S
Function 6: Score Student Learning Objectives	Requirement 6.5: The ability for the system admin to upload / post test scores	H
Function 6: Score Student Learning Objectives	Requirement 6.6: The ability to integrate DataMart post test scores into solution	H
Function 6: Score Student Learning Objectives	Requirement 6.7: The ability for appropriate users to view completed SLO process results (scores)	S
Function 7: Manage grievances and appeals	Requirement 7.1: The ability for system admin to override data in solution with audit trail	S
Function 7: Manage grievances and appeals	Requirement 7.2: The ability for users to query user / Evaluatee records pursuant to grievances and appeals	S
Function 7: Manage grievances and appeals	Requirement 7.3: The ability for system admin to add documentation to support decision around appeals / grievances and select override type based on consistent rationale	M
Function 7: Manage grievances and appeals	Requirement 7.4: The ability for system admin to grant a user access to functionality as part of grievances and appeals process	M
Function 7: Manage grievances and appeals	Requirement 7.5: The ability for TDES co-chairs and other central office administrators to view in-process appeals list	M
Function 8: Report vendor assessments	Requirement 8.1: The ability to display teacher score from vendor assessments in the solution	H
Function 8: Report vendor assessments	Requirement 8.2: The ability to display student detail behind teacher score from vendor assessment <ul style="list-style-type: none"> <li>Views customized per vendor</li> </ul>	M

Function	Requirement	Priority
Function 8: Report vendor assessments	Requirement 8.3: The ability for system admin to upload and setup displays for new vendor assessment	M
Function 8: Report vendor assessments	Requirement 8.4: The ability for system admin to update and define display for vendors year over year <ul style="list-style-type: none"> <li>Different vendors will have different data to share</li> </ul>	M
Function 8: Report vendor assessments	Requirement 8.5: The ability to display value add score with link to EVAAS	H
Function 9: Determine and load ratings and SGM data to eTPES	Requirement 9.1: The ability to flag and exhibit user anomalies and provide report pursuant to exemption and create file <ul style="list-style-type: none"> <li>Retirement</li> <li>Leave</li> <li>New Hire</li> <li>Workday Connection is required</li> </ul>	M
Function 9: Determine and load ratings and SGM data to eTPES	Requirement 9.2: The ability for solution to flag and exhibit delinquent users pursuant to creating a file for the solution pursuant to a default value	M
Function 9: Determine and load ratings and SGM data to eTPES	Requirement 9.3: The ability to manually upload ratings to either assign or replace ratings (due to the varying formats from the multiple test vendors, this upload cannot be automated due to inconsistent formatting of the ratings)	H
Function 9: Determine and load ratings and SGM data to eTPES	Requirement 9.4: The ability to bring composite and SGM components together and create overall SGM rating and overall effectiveness rating	M
Function 9: Determine and load ratings and SGM data to eTPES	Requirement 9.5: The ability to generate eTEPS compliant file (eTEPS can accept no more than 50 records at a time)	M

Function	Requirement	Priority
Function 10: Report on Data and Activities	Requirement 10.1: The ability for the solution to accommodate user dashboards specific to role / user type	H
Function 10: Report on Data and Activities	Requirement 10.2: The ability for the solution to provide ad hoc reporting without vendor interaction	S
Function 10: Report on Data and Activities	Requirement 10.3: The ability for the solution to provide scheduled reports	H
Function 10: Report on Data and Activities	Requirement 10.4: The ability to translate categorical ratings to numeric ratings	H
Function 10: Report on Data and Activities	Requirement 10.5: The ability to provide completion / compliance reports	H
Function 10: Report on Data and Activities	Requirement 10.6: The ability to provide “snapshot” reporting (as of MM/DD/YEAR)	H
Function 10: Report on Data and Activities	Requirement 10.7: The ability to provide content report (scores / averages) by <ul style="list-style-type: none"> <li>• Person</li> <li>• School</li> <li>• Network</li> <li>• District</li> <li>• Years of Experience</li> <li>• Grade Taught</li> <li>• Subject Taught</li> <li>• Content Type</li> <li>• License</li> <li>• Past Performance</li> <li>• Role</li> <li>• Evaluator</li> <li>• Race</li> <li>• Gender</li> <li>• Age</li> <li>• Preparation Pathway</li> <li>• Over Time</li> </ul>	H
Function 10: Report on Data and Activities	Requirement 10.8: The ability for solution to pull a random sample of evidence to quality control check	L
Function 10: Report on Data and Activities	Requirement 10.9: The ability to audit evidence by component	L

Function	Requirement	Priority
Function 10: Report on Data and Activities	Requirement 10.10: The ability to pull one user's entire record (hire to date)	H
Function 10: Report on Data and Activities	Requirement 10.11: The ability to report on grievance and appeals (building location, teacher, evaluator, component, step)	M
Function 10: Report on Data and Activities	Requirement 10.12 The ability to calculate and report the difference between the SLO target and SLO post-test results at the student level.	H
Global Requirements	Requirement G.1: The ability for solution to send specific notification to appropriate person based on an action in the system	H
Global Requirements	Requirement G.2: The ability for vendor to accommodate change to business rules to determine workflow	H
Global Requirements	Requirement G.3: The ability for solution to track the user audit trail with time and date stamp, including all changes made, accessible by CMSD administrators.	S
Global Requirements	Requirement G.4: The ability for appropriate users to print artifacts in the solution at any time	H
Global Requirements	Requirement G.5: The ability to provide notice to appropriate user for: <ul style="list-style-type: none"> <li>• Submission</li> <li>• Approval / Rejection</li> <li>• Exceeded threshold for response times expected</li> </ul>	H
Global Requirements	Requirement G.6: The ability for solution to indicate required fields throughout the process	H
Global Requirements	Requirement G.7: The ability for the solution to allow users to save their progress on any given page or task and return later to complete.	H
Global Requirements	Requirement G.8: The ability to "autosave" a draft in the solution	H

Function	Requirement	Priority
Global Requirements	Requirement G.9: The ability to maintain the integrity of school names historically (e.g. If in 2017 Teacher A was at A B Hart, but in 2018 it was renamed to the Extensional Academy for Advance Thinkers. 2017 data should still show A B Hart)	S
Global Requirements	Requirement G.10: The ability to maintain the integrity of the teacher assignment historically (e.g. If in 2017 Teacher A was at A B Hart, but in 2018 moved to Newton D Baker. 2017 data should still show A B Hart)	S
Global Requirements	Requirement G.11: The ability to transition a teacher from one school to a different school during the school year and retain a record for both the previous and existing school	S
Global Requirements	Requirement G.12: The ability for appropriate user to view all evidence and rating and process information associated with a user (timestamps)	S
Global Requirements	Requirement G.13: The ability to provide standard values or language for user selection in the solution (e.g. via drop-down box)	S



## Technical Requirements

A description of the Technical Requirements is below. Please complete this portion of the Requirements Matrix in Appendix A

Area	Requirement
Technical T1	Requirement T1.1: Ability for solution to operate off-premises (e.g. SaaS)
Technical T1	Requirement T1.2: Ability to provide access to solution’s databases for reporting, dashboards (Compatibility with Microsoft Power BI)
Technical T1	Requirement T1.3: Ability to provide single sign-on using Security Assertion Markup Language (SAML)
Technical T1	Requirement T1.4 Ability to provide Two Factor Authentication
Technical T1	Requirement T1.5: Ability to provide user-friendly Audit Log capability, including: <ul style="list-style-type: none"> <li>• Date / Time Stamp</li> <li>• User Info</li> <li>• IP address</li> <li>• At least 3-month retention</li> <li>• Read and update transactions</li> <li>• Clear indication of changed values</li> </ul>
Technical T1	Requirement T1.6: Ability to comply with SOC-1 / SOC-2 protocols
Technical T1	Requirement T1.7: Ability to house all CMSD data in the United States.
Technical T1	Requirement T1.8: Ability to provide a “hot site” for business recovery.
Technical T1	Requirement T1.9: Ability for security to be role based and allow for the assignment of roles from data in the integration.
Technical T1	Requirement T1.10: Ability to create a testing site available for CMSD to test configuration updates and changes before moving to production after implementation.
Technical T1	Requirement T1.11: Ability to provide a browser based solution.
Technical T1	Requirement T1.12: Ability to comply with SLAs for the following: <ul style="list-style-type: none"> <li>• Technical Assistance – 24x7x365</li> <li>• Service Availability – 99.98%</li> </ul>

## Key Vendor Questions

Please respond to the following questions:

1. Please provide a list, with descriptions, of all the pre-formatted reports included with your solution.
2. Please describe the flexibility in configuring your dashboards (e.g. what data elements can be applied, variety of views). Also, please provide some pictorial examples of your dashboard.
3. Please describe the delivery method of your solution (e.g. Software as a Service (SaaS), Hosted). Please provide detail on how application resources are shared between clients, as well as your approach to safeguarding client data in this environment.
4. Please describe your experience with developing, testing and implementing interfaces to the Workday application, specifically with the Human Capital Management and Talent modules.
5. Please describe your experience integrating with the Office 365 APIs to read, create, and send messages and/or attachments secured by Azure Active Directory.
6. Please describe your experience with workflows and designing automation processes, and identify any third-party components used.
7. Please describe your approach to Time Feature Releases.
8. Please describe your approach to Service Response – Time it takes to complete a transaction in the production instance.
9. Please describe your approach to Disaster Recovery including recovery time.
10. Please describe your approach to Case Submittal, Severity Level and Reporting.
11. Please describe your approach to Support Issue Response Time.
12. Please describe your approach to Support Scope.
13. Please describe your approach to Web Services API Support.
14. Please describe your approach to Service Credits.
15. Please describe what methods you prescribe to ensure Security in your solution.

16. Please describe your approach to Training users and System Administrators (e.g. Train the Trainer, classroom training, documentation etc.).
17. Please describe the training artifacts that you will provide to CMSD based on your approach.

## **Company History, Background & References**

Please submit the following business information items about your company and subcontractors:

- Company name, headquarters address, and local responsible office.
- Number of years in business.
- Number of years active in the development and delivery of Educator Evaluation systems.
- Number of years active in developing applications for K-12 education.
- Annual revenue.
- Business structure (e.g., C-Corp, S-Corp, LLC).
- Ownership (if publicly traded, include exchange and symbol).
- Total number of employees.
- Number of personnel employed for development and maintenance of this application.
- Dates of the previous five releases and updates to this application package.
- At least three references (customer name, telephone number and email) for work performed over the last three years for projects relevant to this one (i.e., comparable functionality for similar size school district).
- Complete list of clients currently using the proposed version of your solution.
- Resumes of specific Key Project Staff: (e.g., Project Manager, Business Analyst).
- Location(s) of Key Project and Support staff.
- List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
- Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.

## Interfaces

Below is a brief description of the systems with which your solution will interface as part of your scope of services. Except for Workday and eTPES, all of these interface actions are triggered by events in your solution on an on-demand basis.

System	Type	Direction	Description / Purpose
Student Information System	FTP / API / Web Service	Read Only	For the purpose of providing student rosters associated with a specific teacher for objective setting and evaluation
Workday	API / Web Service	Read Only; data is currently pushed to existing systems twice a day	For the purpose of providing employee information and associating rubrics to teachers, the following should be automated and the data should come from Workday as part of the integration with no required manual intervention <ul style="list-style-type: none"> <li>• Adding new users</li> <li>• User employee information, including roles, assignments, demographics, licensure, management hierarchy</li> <li>• User Name changes</li> <li>• User State ID changes</li> <li>• Adding, removing and renaming schools</li> <li>• Assignment of users to schools</li> <li>• Assignment of evaluator to users</li> </ul>
IVR (School Messenger) School Notification System; a West Corporation	Flat file exchange, comma delimited	Write	A medium for notifications of evaluation events via phone
State of Ohio eTPES	Manual Upload	Write	Update evaluation information on the state system with results from CMSD evaluations. Constrained by limit on number of records uploaded at a time (50 records)
Office 365	API	Read / Write	A medium for notifications and scheduling of evaluation events via Office
OnBase Document Management	API	Write	Solution updates OnBase with documents and images that go into the employee's file in OnBase

### Pricing Matrix and Terms

The undersigned proposes to provide Online Educator Evaluation Solution Services for the Cleveland Metropolitan School District in accordance with the Specifications and to the entire satisfaction of, and acceptance by, the District and for the following prices. The vendor confirms that the offer below is good for a period of ninety (90) days from submittal due date. For this fixed price bid, please provide pricing and description information for your solution components. Descriptions for non-service items should include vendor, product name, quantity, and version/release. Pricing must be all-inclusive and cover all aspect of work. For the duration of this RFP, renewals are automatic unless vendor is otherwise notified.

Solution Component	List or Description	Price
A hosted solution that meets our functional and technical requirements (including a test environment).		
Any additional required application software (Please identify and price each module).		
All required system configuration services (including separate prices for services such as developing workflow).		
All required application development services for customization.		
All system interfaces (price separately).		
All required training services and documentation.		
On-going support costs (licenses, subscriptions, annual maintenance, etc.). Please identify and price each component for each for each year of a <i>five-year</i> support duration. Indicate ranges of support offered (e.g. prime shift, 24x7x365). Also, indicate that upgrades to your solution are included in this price.		
All required Project Management services.		
All required Business Analysis services		

Any required costs for storing data.		
Any other items required for this solution		
Travel and living expenses		
<b>Total Price Year 1</b>		
<b>Total Price Year 2</b>		
<b>Total Price Year 3</b>		
<b>Total Price Year 4</b>		
<b>Total Price Year 5</b>		
<b>Total Price for years 1-5</b>		
Hourly Rate for Post-Warranty Support Services (valid for one year after warranty expiration)		
Number and description of Full Time Employees required by Cleveland Metropolitan School District for system development, testing and implementation		
Required Skill sets of Full Time Employees required by Cleveland Metropolitan School District for operation, administration and maintenance		

*Vendors must complete the signatory requirement on the following page*

COMPANY NAME: \_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_  
PRINT (TITLE)

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: STATE: \_\_\_\_\_

TELEPHONE: ( ) \_\_\_\_\_ FAX NO: ( ) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_