

REQUEST FOR PROPOSAL

RFP #21238

For

MANAGED INFRASTRUCTURE SERVICES

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 INFORMATION TECHNOLOGY DIVISION OF THE BOARD OF EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT CUYAHOGA COUNTY, OHIO

Table of Contents

Section I: Notice of Request for Proposal #21238	5
Part I: Required Purchasing Division Documents and Instructions	6
Section II: Instructions to Proposers	6
Section II: Addendum Acknowledgement Form for RFP# 21238	10
Section II: Acknowledgement	11
Section II: Vendor Request Form	12
Section II: Taxpayer ID Form	13
Section II: No Proposal Form	14
Section II: Certificate of Debarment	15
Section II: Certificate of Debarment Pg. 2.	15
Section II: Conflict of Interest Form	17
Section III: Proposer Qualifications Form	19
Section IV: Non-Collusion Affidavit	25
Section V: Diversity Business Enterprise Participation Forms	26
Part I: The District's DBE Program	26
Part II: DBE Form A	31
Part II: DBE Form B	32
Part II: DBE Form C	33
Part II: DBE Form D	34
Part II: DBE Form E	35
Part II: Non-Minority Prime Affidavit For DBE	36
Part II: DBE Form F	37
Part II: Non-Minority Prime Affidavit (Joint Venture)	39
Section VI: EOA Contractual Declaration Forms	40
Part III: CMSD Affirmative Action Program	40
Form 1: Vendor Contract Compliance Form	42
Form 2: Compliance Declaration	43
Part III: Employment Data Form	46
Part II: Specifications and Scope of Work	55
Section I: General Proposal Requirements	56
Section II: Proposal Process	56
Section III: Contract Period & Award	57
Section IV: Implementation	57
Section V: Evaluation Criteria	57
Section VI: Proposal Requirements	59

Section VII: Scope of Services	60
1.0 Background:	60
1.1 Technology Overview:	60
1.2 Introduction:	61
Erate Compliance	62
1.3 Vendor Profile:	63
1.4 Services	63
1.5 Assumptions:	63
1.6 Requirements:	64
1.7 General Service Requirements	64
1.8 Specific Manage Services Minimum Requirements	65
1.9 Minimum Manage Services Responsibilities and Duties	66
1.10 Other Requirements	67
1.11 Minimum Manage Services SLAs	67
1.12 Meetings	69
1.13: Change Control	69
Part III: Service Desk/Field Tech Support	70
Section I: General Information	70
1.0 Vendor Profile:	70
Section II: Scope of Services	
1.0 Services:	70
1.1 Key Requirements and Assumptions:	70
1.2 Service Performance Goals:	72
1.3 Duties and Minimum Qualifications:	73
APPENDIX A	76
CMSD RFP RESPONSE STRUCTURE AND FORMAT	76
APPENDIX B	78
MANAGED SERVICES: MANAGED SERVICE INVENTORY	
APPENDIX C	91
RFP: MASTER SITE LIST	
APPENDIX D	
MANAGED SERVICES: SERVICE LEVEL CREDITS FORM SAMPLE	95
APPENDIX E	
MANAGED SERVICES: SERVICE LEVEL CREDITS FORM	
APPENDIX F	97

MANGAGED SERVICES: SERVICE PROVIDER QUESTION	97
APPENDIX G	99
MANAGED SERVICES: CERTIFICATION	99
APPENDIX H:	100
MANAGED SERVICE: REFERENCE FORM	100
APPENDIX I	101
MANAGED SERVICE: EXPERIENCE HISTORY FORM	101
APPENDIX J	102
SERVICE DESK/FIELD SUPPORT: HISTORICAL DATA	102
APPENDIX K	103
SERVICE DESK/FIELD SUPPORT: SAMPLE SERVICE LEVEL METRICS & CREDITS	103
APPENDIX L	104
SERVICE DESK/FIELD SUPPORT: SERVICE LEVEL CREDITS FORM	104
APPENDIX M	105
SERVICE DESK/FIELD SUPPORT: REFERENCE FORM	105
APPENDIX N	106
SERVICE DESK/FIELD SUPPORT: EXPERIENCE HISTORY FORM	106
APPENDIX O	107
MANAGED INFRASTRUCTURE SERVICES PROPOSAL PRICE FORM	107
SERVICE DESK/FIELD SUPPORT PROPOSAL PRICE FORM	108

Section I: Notice of Request for Proposal #21238

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 12:00 pm current local time on February 9, 2018. This RFP will not be publicly opened.

SCOPE: MANAGED INFRASTRUCTURE SERVCES FOR THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

Copies of Instructions to Proposers, Specifications, and Drawings may be obtained directly from the District's Webpage. Go to <u>clevelandmetroschools.org/purchasing</u> and click on the RFP number. If you require assistance, please email.

There will be a pre-proposal conference for this RFP on **January 24, 2018** at 10:00 am. The pre-proposal conference will be held at 1349 E 79th Street, Cleveland, OH 441103 in the Little Theater. Attendance is not mandatory but encouraged.

All questions and correspondence related to this RFP must be submitted in writing ONLY by **12:00 pm on January 26, 2018** at the email address given above. All answers to corresponding questions and concerns will be sent directly to those submitting the question. A comprehensive question and answer list will also be posted at clevelandmetroschools.org/purchasing. Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than **January 31, 2018.**

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 Procure to Pay
January 12, 2018

Part I: Required Purchasing Division Documents and Instructions

Section II: Instructions to Proposers

SCOPE: MANAGED INFRASTRUCTURE SERVCES FOR THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

- 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 **12:00 pm. current local time on February 9, 2018.** Proposals will not be opened publicly.
- 3. All submissions must include one (1) original, with blue ink signatures, six (6) 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.
- 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.

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. The Cleveland Metropolitan School District reserves the right to award and contract for all services, multiple or partial list of services, or non-award of all or partial services for this proposal.
- 7. Proposer understands and agrees that subsequent to submission of the proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the proposer.
- 8. Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.
- 9. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
- 10. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
- 11. Proposer further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the RFP.
- 12. Proposer must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.
- 13. Proposer shall not include Ohio Sales tax in the price quoted. The Cleveland Metropolitan School District will provide a tax exempt certificate to the proposer upon request.
- 14. **SECURITY:** Vendor's workmen, foremen, other personnel, and subcontractors who will be working on District property will be required to meet Cleveland Metropolitan School District security requirements. Vendor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off the project and without prejudice or recourse to CMSD.
 - Vendor agrees to successfully complete background checks on all of its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such person has been convicted of, or pleaded guilty to, any criminal offense enumerated

in O.R.C. 3319.39(B) or equivalent provisions under the laws of another state or the Federal Government.

15. **INSURANCE:** The successful company, their subcontractors and suppliers of labor and/or materials for this project on behalf of the Cleveland Metropolitan School District, including organizations having personnel, equipment, and vehicles on District property, shall provide evidence of insurance as follows:

a. Commercial General Liability: Including limited contractual liability

\$1,000,000.00 Limit of Liability

(Per occurrence)

b. Automobile Liability: Including non-owned and hired

\$1,000,000.00 Limit of Liability

(per occurrence)

c. Workers Compensation: Workers compensation and

Employer's insurance to the full extent

as required by applicable Law

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

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

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

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

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

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

participation in the subcontract will be counted toward diversity business enterprise goal attainment.

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

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

- 17. **REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFP must be directed to: **erate@clevelandmetroschools.org**. Answers to any questions shall be in writing and shall be sent to all firms who are on record with the District as having received a copy of this RFP. It is therefore imperative that firms provide full and accurate contact information to the District. The name of the party submitting the question will not be identified in the answers. Firms considering responding to this RFP are strictly prohibited from communicating with any member of District's staff or representatives of the Owner except as set forth in this section.
- 18. **EVALUATION CRITERIA.** Evaluation of the proposal will be based upon several factors including, but not limited to: competence to perform the required services as indicated by the training, education and experience of the firm's personnel, especially the training, education and experience of the employees who would be assigned to perform the services; ability in terms of workload and availability of qualified personnel, equipment and facilities to perform the required services competently and expeditiously; past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work and meeting of deadlines; and other similar factors. The District is not required to select the firm that submits the lowest cost proposal for providing the services. In the event the District is unable to negotiate a satisfactory contract with the selected firm, the District may terminate negotiations with that firm and enter into negotiations with another firm submitting that submitted a proposal.
- 19. The Vendor authorizes the District and its representatives to contact the owners and professionals on projects on which the Vendor has worked, and Vendor authorizes such owners and professionals to provide the District with a candid evaluation of the Vendor's performance. By submitting its proposal, the Vendor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Vendor will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.

Section II: Addendum Acknowledgement Form for RFP# 21238

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

Addendum Number	Date of Receipt	
Proposer:		
The undersigned Vendor proposes t contract document for the proposed	o perform all work for the applicable contract, in accordance w I sums.	ith the
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 DIF	FERENT FROM A	ABOVE)	
VENDOR NAME				
ADDRESS LINE 1				
ADDRESS LINE 2				
CITY		STATE		ZIP
TELEPHONE NO.		FAX NO		
	(Area Code) Number		(Area Code)	Number
PRIMARY SERVICE, P	RODUCT, OR SPECIALTY:			
,	•			
NOTE: VENDODAVA	AAE AAID TAY ID AU IAADED A	UICT DE AC EU E		NTERNAL DEVENUE
NOTE: VENDOR NA SERVICE.	ME AND TAX ID NUMBER M	IUST BE AS FILE	D WITH THE II	NIERNAL REVENUE
SERVICE.				
PLEASE INDICATE WE	HERE APPLICABLE			
DIVERSITY BUSINES		YES	NO	
		- <u></u>		
MINORITY BUSINES	S ENTERPRISE:			
FEMALE BUSINESS E	NTERPRISE:			

Section II: Taxpayer ID Form

Form W-9
(Rev. November 2017)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
Print or type. Specific Instructions on page 3.	following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is	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)
F Pri	another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
0	Cities (and and and and and and and and and and	(Applies to accounts maintained outside the U.S.)
S		nd address (optional)
8		
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	
Par	Taxpayer Identification Number (TIN)	
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social sect	urity number
reside	up withholding. For individuals, this is generally your social security number (SSN). However, for a sent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other ass, it is your employer identification number (EIN). If you do not have a number, see How to get a ater.	
	the first the account is in more than one name, see the instructions for line 1. Also see What Name and ber To Give the Requester for guidelines on whose number to enter.	dentification number

Part | Certification

Under penalties of perjury, I certify that:

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

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

Sign Here U.S. person ► Date ►

General Instructions

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

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

Purpose of Form

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

. Form 1099-INT (interest earned or paid)

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

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

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

Section II: No Proposal Form

RFP #21238

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 remain on the activ	a bid/proposal this cycle, disregard the remainder of this letter. Your name will be 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 Represen	tative:
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	Ву	Name and Title of Authorized Representative
	;	Signature of Authorized Representative

SBA Form 1623 (10-88)



This form was electronically produced by Elite Federal Forms, Inc.

Section II: Certificate of Debarment Pg. 2

-2-

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is 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:	
 opinion of the Ohio Ethics Commission. declaring any potential conflicts of interfollowing two questions providing all reconstructions. 1. Are any current Cleveland Metropo Education members, or any of their 	(CMSD) adheres to Ohio Ethics Law and strictly follows the As such, each vendor is requested to submit this statement erest in doing business with the District. Please answer the quested information. Ditan School District (CMSD) employees, Cleveland Board of immediate family members, also members of the vendor's osition with the vendor, or own any shares of any stock issued	
,	Yes No	
of the vendor's board of directors or hol and position with the vendor. Name: Position:		
	board member, or immediate family member owns share of company, state the percentage of all outstanding company r board member%	
Are any current CMSD employees, Clean employees of the vendor?	MSD board members, or any immediate family members also	
Yes No		
If Yes , please state the person's name ar	nd provide a description of their job duties for the provider:	
Name:		
Job Duties:		

	ne contact that the vendor wi urse of providing services to			vee or CMSD
board member in the co	urse of providing services to	the Distric	ι.	
	CERTIFICA	TION		
attests to the authentic	he foregoing statements are ity of my identity as the persor or a binding Agreement to exnitment by the District.	on actuall	y signing this form.	This document is
	NOTARIZED ST	ATEMENT		
		_being dul	y sworn and depose	es says
That he/she is the				of
	(title)			
foregoing questions and	(organization) all statements therein conta		nd answers to all the	2
(signa	iture)			
Subs	scribed 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 ι	utilized in the last two years and the form of Business
5. If you are currently a corporation, list the fol	llowing:
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.	-	are currently in a partnership, list the following: Name and address of all general and limited partners.
	b.	Original name and date of organization's inception
7.	If you princip	are neither a corporation nor a partnership, please describe your organization and list pals.
8.	Are yo	u legally qualified to do business in the State of Ohio?
9.	Are you	u legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?
10.	and/or	our organization ever been (i) declared by a customer to be in default under a contractor (ii) sued by a customer for failure to completely a contract or properly perform services in ly manner? If yes, please state where, when, and why.
11.	of a r	ur organization ever been cited by a local, county, state, or federal authority for violation regulation or statute or failing to timely complete a contract in accordance with cations? I yes, please state date, agency, and final disposition.
12.	Has yo	ur organization ever filed for bankruptcy? If yes, please state where, when and why?
13.		eparate sheet, list the major customers for whom your organization has provided this type ipment or service in the past five years. Include owner's name and type of work performed.
14.	-	our organization ever been sued by a supplier for failure to timely pay for materials or nent provided? If yes, please provide details.

	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.

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

Notarized Statement

	being	duly sworn and deposes	says
that he/she is the(title)			_of
		_, and answers to all the	
(organization)			
foregoing questions and all statements there	ein contained a	re true and correct.	
(signature)			
Subscribed and sworn before me this	day of	, 20	
Notary Public:			
My commission expires:			

Sample: State Of Ohio Insurance

Sample: Acord Certificate of Insurance

SAMPLE

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

	As Superintendent of Insurance of the State of Ohio, I				
do hereb	by certify that				
a corpora	ation 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		_			
	In witness whereof, I have hereunto subscribed my name and caused my				

this day and date.

seal to be affixed at Columbus, Ohio

Superintendent of Insurance of Ohio

		-
AC	OI	RD®

POLICY PRO-AUTOMOBILE LIABILITY

SCHEDULED AUTOS NON-OWNED AUTOS

OCCUR

CLAIMS-MADE

ANY AUTO ALL OWNED AUTOS

HIRED AUTOS UMBRELLA LIAB

EXCESS LIAB

EXCESS LIAS CLAIMS-MADE

DED RETENTION \$

WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETORIPARTINER/EXECUTIVE
OFFICE/AMMER EXCLUDED?
(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

В	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMA' ELOW. THIS CERTIFICATE OF IN EPRESENTATIVE OR PRODUCER, A	NSURANCE DO	EGATIVELY AMEND, DES NOT CONSTITU	EXTERN OF AL	TED THE C	OVERAGE APPAREL		
	MPORTANT: If the certificate holder erms and conditions of the policy, of ertificate holder in lieu of such endor	certain policies	NAL INSURED, the p s may require an end	olicy(les) must be lorsement. A sta	endorsed. If tement on th	SUBROGATION IS WAIT is certificate does not c	VED, s	ubject to the rights to the
PRO	DUCER			CONTACT NAME:				
				PHONE (A/C, No. Ext): E-MAIL ADDRESS:		FAX (A/C, No):		
					NSURER(S) AFFOR	RDING COVERAGE		NAIC#
				INSURER A ;				
INSU	RED			INSURER B:				
				INSURER C:				
				INSURER D :				
				INSURER E :				
				INSURER F :				
	VERAGES CER	RTIFICATE NU	MBER:			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. NOTIVITHSTANDING 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.								
NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	PÓLICY EFF	POLICY EXP	LIMITS	s	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR CEN'L AGGREGATE LIMIT APPLIES PER:			, masser i i	(WWW.SSF1111)	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ \$ \$ \$	
	DPO []				1	PRODUCTS - COMP/OP AGG	\$	

1	! !		
ESCRIPTION OF OPERATIONS	/ LOCATIONS / VEHICLES (Attach ACORD 101, Additional R	Remarks Schedule, if more space is required)	
		,	

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

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COMBINED SINGLE LIMIT (Ea accident)

EACH OCCURRENCE

AGGREGATE

(Ea accident) \$
BODILY INJURY (Per person) \$

BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident)

WC STATU- OTH-E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

ACORD 25 (2010/05)

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

	State of Offic, Cayanoga County
	, being first duly sworn, deposes and says that
he/she is	of
said proposer has not collu- or person, to put in a sham in any manner, directly or in with any person, to fix the cost element of said propo Board of Education of the C the proposal; and that all st has not, directly or indirect	egoing proposal; that such proposal is genuine and not collusive or sham; that ded, conspired, connived, or agreed, directly or indirectly, with any proposer proposal, or that such other person shall refrain from proposing, and has not indirectly sought by agreement or collusion, or communication or conference, proposal price of affiant or any other proposer, to fix any overhead, profit or sal price, or of that of any proposer, or to secure any advantage against the develand Metropolitan School District, or any person or persons interested in attements contained in said proposal are true; and further that such proposer ly, submitted this proposal, or the contents thereof, or divulged information 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

<u>Definition of DBE: A Diversity Business Enterprise (DBE)</u>

"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 shopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.
- 9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.

- 10. Proposers and contractors are bound by all requirements, terms and conditions of this Notice.
- 11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review

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:
Title:
DO NOT COMPLETE BELOW THIS LINE
CompliantCompliance PendingNon-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:	 	
Ву:	 	
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 i	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 t	he 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	ent date of such work, and the undersigned is projecting
completion of such work as follows:	
Items	
Projected Commencement Date	
Projected Completion Date	
0/ (norcent)	of the dellar value of the subsentract will be sublet and for
	of the dollar value of the subcontract will be sublet and/or N-FBE SUPPLIERS. The undersigned will enter into a formal
	——————————————————————————————————————
	oned 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 RETURNEDWITH RFP)	
Name of FBE Firm	Signature of FBE Firm

Part II: DBE Form E

DBE Unavailability Certification

l,	
Name	Title
Of	, certify that on
I contacted the following	Date BE 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:	
•	ge and belief said minority business enterprise was unavailable (exclusive of the circle) sk of agreement on price) for work on this project or unable to prepare a eason (s):
Signature, Non-DBE prime	Proposer Date
	was offered an opportunity to proposal on the above-referenced work or by
Date	Non-DBE Prime Proposer
	Proposer Proposer
The above statement is a	ue and accurate account of why I did not submit a Proposal on this project.
Signature, Non-DBE prime Prop	 er

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 n	ne personally	y known, who being duly sworn,	
did execute the fo	regoing affidav	it, and did state	that they we	ere properly authorized by	
		to execute th	e affidavit an	nd did so as their free act and deed.	•
(Seal)					
Notary Public					
Commission expire	es				

Part II: DBE Form F

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

1.	Nam	ie d	of Joint Venture:					
2.	2. Address of Joint Venture:							
3. Phone Number of Joint Venture:								
4. 			the firms which comprise this joint venture. (The DBE partner must complete DBE Form ve 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.	Natı	ıre	of Joint Venture's Business:					
6.	Prov	·ide	e a copy of the Joint Venture Agreement.					
7.	Wha	nt is	s the percentage of DBE Ownership? DBE% FBE%					
8.			ship of Joint Venture: (This need not be completed if described in the Joint Venture nent provided in response to question 6).					
		а.	Profit and loss sharing:					
		 b.	Capital contributions, including equipment:					
	•	 C.	Other applicable ownership interest:					

		ut not limited to, those prime responsibility form: ancial decisions:				
a. 	Tilialicial 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:				
с.	Supervision of field operations:					

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,

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			20 , before me appeared personally known, who being duly sworn, did execute
the foregoing	affidavit,	and did state	e that they were properly authorized by the affidavit and did so as their free act and deed.
(Seal)		Notary Pub	lic
		 Commissior	 n 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 <u>must be completed in their entirety and returned with the proposal.</u>

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. <u>SMSA/OR RECRUITMENT AREA</u>: Indicates the relevant labor area in which your facility is located. <u>Designate</u> the <u>Standard Metropolitan Statistical Area</u>, 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. <u>DEFINITION:</u> 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."
- 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 of 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 <u>acceptable</u> affirmative action plan to the Diversity Officer within ten (10) business days of notification, the vendor may be given <u>conditional approval</u>.

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 Statistic	al Area:			
Recruitment Area:				
Type of Business (product or se	rvice):	·····		
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:				
- <u></u>				
Date:	Signature:			

Form 2: Compliance Declaration

The following must be filled out completely:

It is the policy of opportunity be afforded to all qualified persons without rorigin, age, or handicap.	that equal employment regard to race, religion, color, sex, national
In support of this policy, employee or applicant for employment because of race, handicap.	
will take affire employed and that employees are treated during employed national origin, age, or handicap. Such action will include,	•
Recruitment, advertising, or solicitation for employment demotion, selection for training including apprenticeship relayoffs or termination.	
The undersigned company states that they are of current Labor Standards and Non-Discriminatory Practices of Feder	
The undersigned further acknowledges that if the contra- undersigned will comply with all Fair Labor Standard Pract	
(Name of Company)	_
	Date:
(Signature of Company Official)	
STATE OF () COUNTY OF ()SS.	
BEFORE ME, a Notary Public in and for said County and St Companyby	
It's, who acknown aforesaid instrument, and that the same is their free act and deed of said company.	owledged that they knowingly signed the and deed duly authorized and the free act
IN TESTIMONY WHEREOF, I have hereto set my hand and	affixed seal at
	, this
day of, 20	

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

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

PROFESSIONALS

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

TECHNICIANS

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

SALES WORKERS

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

OFFICE AND CLERICAL

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

CRAFTWORKERS (SKILLED)

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

OPERATIVE (SEMI-SKILLED)

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

LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent

judgment. Includes: garage laborers, car washers and greasers, gardeners (except farmers), ground-keepers, long-shore workers, craftsperson and stevedores, lumber's and wood chippers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

SERVICE WORKERS

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

APPRENTICES

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

Part III: Employment Data Form

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

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

Additional information (optional):

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

The undersigned certifies that they are legally authorized by the proposer to make the statements and representations contained in this report, and that they have 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:

CMSD SUPPLIER CONTRACT (DO NOT COMPLETE)

This agreement is made on this	day of	201_, by and between
Supplier Name	Address, City, Sta	te, Zip
` 11 /		OOL DISTRICT, 1111 Superior, and is for the purpose described
1. CONTRACT PURPOSE. The	purpose of this contract is	: (State Purpose)
by providing the following: (<i>to be provided</i>):	list all equipment, supplies	, goods, services and deliverables
The District's request for propo as if fully re-written.	sal, and the Supplier's bid	or proposal, are incorporated herein
		cuted by the second of the Parties to of all equipment, supplies, goods,
deliverables described above	and no later	(Date);

provided, however, that the District may terminate this Agreement without obligation and without cause by giving fourteen (14) days written notice to the Supplier under the Termination for Convenience clause below.

	_Dollars	(\$)
spell out dollar amount			numeric amount	dollar
PAYMENT FOR THIS CONTRACT SHALL BE:				
	Dollars	(\$)
spell out dollar amount			numeric amount	dolla
payable as follows (state payment terms):				

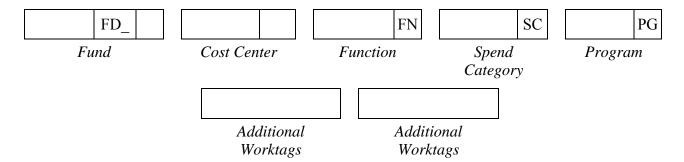
Payment rendered may be within ninety (90) days after the District receives an invoice from the Supplier together with a <u>detailed summary</u> of the equipment, supplies, goods, services and deliverables provided.

Supplier will submit periodic invoices describing any services, equipment, supplies, goods, and deliverables provided, the amount of each service or item, and any documentation and program reports requested by the District to prove that the service was actually provided. Failure to provide proof of the service actually being provided, upon the District's request, shall excuse the District of paying for the invoiced services.

Supplier is not entitled to payment of contract proceeds if equipment, supplies, goods, services and deliverables under this Agreement are no longer needed, required, requested, received, or should this Agreement be terminated by the District with or without cause.

The District's obligations as to payment remain conditioned upon Supplier providing equipment, goods, supplies, services and deliverables in accordance with this Agreement in a reasonably prudent manner. Should the Supplier fail to provide equipment, goods, services and deliverables in accordance with this Agreement either in full or in part, the District maintains the right to refuse future payments, as well as the right to recoup payments already tendered for any services that have been performed or any defective item provided. The District is not liable in any manner for expenses incurred by the Supplier through its utilization of third-party Suppliers or Contractors.

5. **FUNDING SOURCE.**



- 6. **INDEMNIFICATION AND HOLD HARMLESS.** The Supplier shall indemnify, defend, and hold harmless the District, all of its members, officers, employees, and agents, from and against any and all liability (whether real or asserted), claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for injury or death of persons, or damage or destruction of property which may result from or arise out of the negligence or intentional misconduct of the Supplier or its employees, officers, or agents, in the course of the Supplier's performance of this Agreement or the Supplier's failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.
- 7. **INDEPENDENT CONTRACTOR STATUS.** Supplier and the District acknowledge and agree that Supplier 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 Supplier will be responsible for payment of all federal, state and local income taxes, unemployment and worker's compensation coverage's.
- 8. <u>AMENDMENT/MODIFICATION.</u> No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.
- 9. **CONFIDENTIALITY/OWNERSHIP.** The Supplier agrees that all financial, statistical or proprietary information provided by the District or any information that the Supplier 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 Supplier 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 Supplier under the terms of this Agreement, and that any such materials be considered a "work-for-hire."
- 10. **NO DAMAGES FOR DELAY.** The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Supplier 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 Supplier.

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

 $\underline{https://ohioauditor.gov/findings/Certified/default.aspx}$

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

Supplier 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 Supplier 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. Supplier agrees to successfully complete a criminal background check on any of its employees who provide services under this Agreement in the school district and who are required by Ohio Revised Code Section 3319.39, 3319.31 or 3319.392, as amended. A copy of all such background checks shall be provided by the Supplier to the District at the Supplier's expense.
- 13. **<u>DISCRIMINATION.</u>** Supplier 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, Supplier shall replace personnel, if any, assigned by Supplier.
- 15. <u>LABOR DISPUTE.</u> If the Supplier 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 Supplier 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 Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Supplier's failure to use reasonable care causes damage to any District property, the Supplier shall replace or repair the damage at no expense to the District as the District directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier 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 Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier 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. <u>PAYMENT OF MONEYS DUE DECEASED SUPPLIER.</u> If the Supplier dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Supplier from the District for services rendered prior to the date of death or dissolution shall be paid to Supplier'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 Supplier 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 Supplier 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 Supplier 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 Supplier:
 - a. Non-performance of any term, covenant, or condition of this Agreement by the Supplier within the time provided; or
 - b. Any act of insolvency by the Supplier 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. The filing of any involuntary petition under any bankruptcy statute against the Supplier or the appointment of any receiver or trustee or to take possession of the property of the Supplier; or
 - d. Failure of the Supplier to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public Funds; or

- e. 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 Supplier, 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 Supplier's default;
 - c. Cure the default and obtain reimbursement and cover from the Supplier.
 - 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 Supplier. The District may terminate this Agreement for any reason or no reason at all.
- 27. **EFFECT OF TERMINATION FOR CONVENIENCE.** If the District terminates this Agreement for its convenience, then the District shall only remit payment to the Supplier for work performed up to the date of termination. In no event shall the Supplier be entitled to lost or anticipatory profits.

28. MISCELLANEOUS.

- a. Supplier represents and warrants that she possesses the qualification and personnel, if required, to provide the services agreed to herein.
- b. Neither party may assign, modify, or sub-contract this Agreement, or any right or interest herein, without the prior written consent of the other party.
- c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.
- d. To the extent that the terms of this Agreement materially conflict with or render ambiguous any provision of the Supplier's (Bid/Proposal), the terms of this Agreement shall govern.
- e. The paragraph headings are for convenience only and shall not effect 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 Supplier 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 Supplier represents that he/she is not an employee or board member of the Cleveland Municipal School District. The Supplier further represents that no employee or board member of the Cleveland Municipal School District has any ownership interest in or fiduciary duties to the Supplier or any of its parent affiliations and is not on the board of directors of the Supplier or hold any officer position with the Supplier. 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 Supplier or any of its parent affiliations and are not on the board of directors of the Supplier or hold any officer position with the Supplier.

$CONTRACT\ MUST\ BE\ APPROVED\ BY\ CMSD\ LEGAL\ DEPARTMENT\ \underline{PRIOR}\ TO$ SIGNATURE

	Approved as to form:
	Law Department Cleveland Municipal School District
	DATE:

CONTRACT HAS BEEN SIGNE	ARE NOT TO BE PROVIDED UNTIL AFTER THE D BY A DULY AUTHORIZED REPRESENTATIVE OF TIFIED PURCHASE ORDER AND/OR CONTRACT O THE SUPPLIER.
FOR GOODS AND/OR SERV	L SCHOOL DISTRICT IS NOT OBLIGATED TO PAY VICES PROVIDED PRIOR TO THE DATE THIS SIGNED BY AN AUTHORIZED DISTRICT
**********	***************
	ties hereto have caused this Agreement to be executed by them s of the day and year first above written.
(SUPPLIER NAME) DISTRICT	CLEVELAND MUNICIPAL SCHOOL
BY:	BY:
TITLE: Supplier	TITLE:
DATE:	DATE:



RFP #21238

Part II: Specifications and Scope of Work

MANAGED INFRASTRUCTURE SERVICES FOR THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

Section I: General Proposal Requirements

<u>The Services</u>. CMSD hereby solicits submissions of written Proposals, on a competitive basis, from qualified Respondents to provide for CMSD the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by CMSD will require the Respondent to submit proposals for:

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

- Proposals must follow the order, sectioning and numbering displayed in the CMSD RFP proposal response format (Appendix A).
- All prices must clearly delineate all costs including E-rate eligible and ineligible components.
- All pricing should be in a separate sealed envelope using the RFP Price Form (Appendix O)
- All Manage Service prices must be line itemized by site. (Appendix B and C)
- An agreed-upon dispute resolution mechanism must be defined.
- There is no guarantee of any minimum amount of services that may be requested during the term of the contract.
- The proposals MUST be three (3)-hole punched in binder with tabs
- Responses to each section must be in your own words and should not be a rewrite of the CMSD proposal.
- Only the section headings and subheadings shown in the RFP must accompany your responses. You should not include CMSD's Description of the requirement.
- A response is considered valid when it is at least one full sentence and does not simply acknowledge the subject as in, "Understood", "Will Comply", "Agreed" etc.
- Each page of your response should be numbered consecutively without any breaks or restarts, starting with page 1. If you need to reference un-numbered pages such as graphics, charts etc. They should be included in an appendix and clearly identified by section, heading and reference note.

Section II: Proposal Process

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

- Posting of RFP on CMSD Procurement webpage
- Posting of FCC Form 470 on the Schools and Libraries (SLD) webpage
- Notice in local newspaper regarding RFP posting
- Vendor submission of written questions
- On-line publication of written questions and responses
- Issuance of addendum, as necessary
- Receipt of vendors' intent to propose or not propose
- Receipt of proposals at CMSD

- Evaluation Committee review
- Notification of proposal award to selected vendor(s) and notification of non-award to other vendors
- Contract negotiation(s) with selected vendor(s)
- Contract finalization with selected vendor, final signatures obtained

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

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

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

Section III: Contract Period & Award

The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of 3 years, with the contract commencing July 1, 2018. The contract shall include a 60-day discovery and implementation phase commencing May 1, 2018.

The Agreement shall reserve for CMSD the unilateral option of extending the term of the Agreement with a fourth and fifth year renewal option under the same terms and conditions as the 3 year agreement. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term"). Note: All contracts are based on funding and approval of Board.

Section IV: Implementation

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

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

Section V: Evaluation Criteria

Proposals will be evaluated, first, as responsive or non-responsive to the RFP's specifications. A preliminary review will be conducted of all proposals submitted on time to ensure the proposal adheres to the mandatory requirements specified in the RFP. Proposals that do not meet the mandatory requirements will be deemed non-responsive and may be rejected. In the event that all proposers do not meet one or more of the mandatory requirements, CMSD reserves the right

to continue the evaluation of the proposals and to select the proposal(s) which most closely meets the requirements specified in the RFP. Responsive proposals to this RFP must include, or meet, the following mandatory requirements:

- 1. Timely Submission
- 2. Transmittal Cover Letter
- 3. Responses to proposal requirements
- 4. Experience and qualifications to provide the services
- 5. Cost proposals
- 6. Signature acknowledgement of authorized representative
- 7. References
- 8. Addendum Acknowledgement Form acknowledging all Addenda issued

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

Managed Infrastructure Services:

- 1. 35% Total price of eligible services
- 2. 25% Meeting overall requirements
- 3. 20% Vendor's experience and demonstrated support
- 4. 10% Vendor's Demonstrated Ability to work with E-Rate
- 5. 5% Technical qualifications
- 6. 5% Total Price of E-Rate ineligible services

Service Desk/Field Technology Support:

- 1. 35% Price of services
- 2. 25% Meeting overall requirements
- 3. 25% Vendor's experience and demonstrated support
- 4. 10% References
- 5. 5% Minority Business Enterprises (MBE)

The proposals will be evaluated based on the information presented in the proposal and additional information obtained during the evaluation process. Follow-up discussions with the respondents best suited to complete the work may be requested.

CMSD reserves the right to interview or to seek additional information related to criteria already specified in the request after opening the proposals, but prior to entering into a contract, to reject any or all proposals, and to award a contract to one or multiple vendors as CMSD deems necessary to meet its objectives. CMSD also reserves the right to check references provided by the respondent. CMSD will select the proposal(s) deemed to be most advantageous, with price and other criteria factors considered.

Section VI: Proposal Requirements

The specifications for RFP #21238 are described below. Vendors are required to provide the information below as well as complete the Compliance Section Part I (Purchasing Documents). The narrative part of the proposals must present the following information and be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked.

Proposal responses are to be divided into sections as follows:

- 1. Transmittal Cover Letter prepared on business letterhead. The letter must identify the business name, phone number, and business web address along with the name, phone number and email address of the key contact persons. The letter must have the signature of a person with authority to obligate the business. The transmittal letter shall also contain a statement that the proposal is a firm offer for a ninety (90) day period.
- 2. A completed set of Required Purchasing Division documents set forth in Part I of this RFP.
- 3. General Information Section
 - a. **Executive summary:** Information about the firm's history, structure, organizational metrics, and qualifications for fulfilling CMSD's requirements
 - b. **Business Health:** information about the firm's financial structure and viability, particularly as it relates to fulfilling a multiple year agreement.
 - c. **Experience and expertise:** information about the firm's current and previous contracts, particularly those with organizations similar to CMSD.
 - d. General narratives about at least three clients using services similar to those being proposed for CMSD (including detailed reference information for those clients in Section IX).
 - e. **Management support services:** information about staff, project, issue, performance, quality, and risk management methodology.
 - f. **Security:** information about the firm's policies, practices, and standards for maintaining the confidentiality and integrity of client's data, intellectual property, and trade secrets.
 - g. **Risks:** firm's evaluation of the greatest challenges and risks associated with the particular services and suggestions for mitigating risk
 - h. **Dispute resolution:** information about the firm's standard dispute resolution methodologies.
- **4. Technical Section:** The Technical Section of the proposal shall specifically address the manner in which the proposer will meet the minimum requirements present below in Section VI. Proposer shall address the quantitative and qualitative resources to the accomplishment of these requirements. The proposal shall provide enough information so that the evaluators will be able to determine the proposer's ability to meet each requirement set forth below. Simply paraphrasing the RFP statement of requirements will not be sufficient data for the evaluation and may be considered as a non-responsive proposal response.

Section VII: Scope of Services

1.0 Background

The Cleveland Metropolitan School District (CMSD) serves the needs of public education in Cleveland, Ohio. It is the second largest public school system in the State of Ohio. CMSD is a large urban school system with nearly 110 instructional sites, approximately 5,500 teachers and administrative staff, about 40,000 students, and nearly 6,300 classrooms. The vision of the Cleveland Metropolitan School District is to provide every student with the opportunity to have access to a quality education. This mission will be accomplished by adhering to a school-by-school instruction plan, community involvement and participation and support from business and academic Partners.

CMSD supports internal end-users and the technology environment using a hybrid support model with internal staff and external service providers. The contract for the current Managed Infrastructure Services Provider and Field Support and Service Desk Provider expires June 30, 2018. Many of CMSD's Managed Infrastructure Services qualify for federal funding under the Universal Service Program for Schools and Libraries (E-Rate), but there are some that do not.

Service Desk hours are Monday – Friday, 7:00am to 6:00pm (excluding District holidays and calamity "all facilities closed" Days). Field Technician and Service Desk Agent hours are consistent with school open times and administration hours of operation. Tickets are generated via a self-service catalog or phone calls. The total number of incident and service calls and tickets are contained in Appendix J

1.1 Technology Overview

CMSD's Technology environment includes:

- ITIL Framework Standards
- On-premise Network hardware infrastructure: servers, SAN devices, firewalls, routers, switches, access points, network appliances, backup support, etc.;
- Off-premise Network Cloud Infrastructure: servers, SAN devices, firewalls, routers, switches, network appliances, backup support, etc.;
- External hosted systems; cloud services such as Azure, AWS, cloud faxing, etc.;
- Network/Internet/Intranet software infrastructure: Active Directory, databases, email, service portals, etc.;
- Microsoft Identity Management (MIM) for both students and staff
- System security, equipment security and end-point security;
- Device management: Life Cycle, inventory, asset, etc.;
- Disaster recovery support;
- External partner data exchange/access: VPN, SFTP, eFax, etc.;
- End-user devices & peripherals: PCs, laptops, printers, tablets, mobile devices, phones, etc.;
- End device: All operating systems and basic productivity software;
- Diverse software: On-premise and Cloud based;
- Special Education software and devices;

- Complete SSCM suite;
- Monitoring tools: bandwidth, firewall, network, web filtering, etc.;
- Third party VOIP and WAN services;
- Enterprise level Infrastructure Technology Service Management (ITSM) ticketing system;
- Support for Student/Parent/Staff access at home

1.2 Introduction

Cleveland Metropolitan School District (CMSD) is soliciting proposals for Managed Infrastructure Services with optional services that include Field Support and Service Desk. CMSD seeks a qualified service provider for Managed Infrastructure Services that includes the operation, management and monitoring of CMSD's LAN, WAN and wireless LAN; with optional services that include Field Support and Service Desk. The cost of the eligible service and of the ineligible service must be on separate line items as noted in your cost summary. These cost must also be itemized separately in the proposal itself.

Services and products are supplied by one or more vendors in support of voice, video, internet and data communications throughout the District's sites via the technology network. Qualified vendors interested in this RFP are invited to submit proposals for the various products and services described herein. The District will evaluate the proposals based on the Federal Communication Commission's Schools and Libraries Division ("SLD", "E-rate") program rules to fund economically disadvantaged rural and urban schools and libraries. The RFP process will also adhere fully to District and State procurement rules and requirements. Evaluation criteria are noted in Section IV, "Evaluation Criteria".

CMSD strongly recommends that interested proposers thoroughly review the Eligible Services List for FY 2018 (http://www.usac.org/sl/default.aspx) regarding eligible and ineligible components.

Questions pertaining to this RFP will be addressed at the highly recommended Pre-proposal conference. Additional questions will be accepted per the schedule below after the Pre-proposal conference. All questions pertaining to this RFP must be emailed to:
erate@clevelandmetroschools.org. Refer to the schedule below for specific deadlines. All questions must be in writing. Questions and answers will be distributed to all potential Respondents of record in order to avoid any unfair advantage. These guidelines for communication have been established to ensure a fair and equitable process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to your disqualification.

This schedule may change depending on the results of the responses.

Final schedule will be established prior to contracting with the successful Vendor on or before March 22, 2018.

Event	<u>Date</u>
Post RFP	January 12, 2018
Vendor's Conference	January 24, 2018
Deadline for Written Questions	January 26, 2018
CMSD Issues Addendum	January 31, 2018
Responses due from Vendors	February 9, 2018
Vendor Selection Completed	March 2, 2018

Notice: A highly recommended pre-proposal conference will be held January 24, 2018 at 10:00 A.M., in the CMSD East Professional Center, The Little Theater, 1349 East 79th Street, Cleveland, Ohio 44103.

The purpose of this conference is to allow CMSD the opportunity to provide clarification, respond to questions from potential Respondents relative to any facet of this solicitation and to entertain suggestions for improvement of this document and/or the program. Any statements made by CMSD representatives at the pre-proposal conference or otherwise do not modify the terms, conditions, and specifications of this RFP. Any changes to this RFP will be issued in a written addendum to the solicitation.

E-Rate Compliance

E-Rate Compliance: Respondent must assure that its response is in compliance with all current E-Rate program guidelines established by the Federal Communications Commission (FCC). Information regarding eligibility of goods and services, invoicing requirements, documentation requirements and other program rules are available from the SLD by calling Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC). Visit their website at http://www.usac.org/sl/default.aspx.

Eligibility of Goods and Services: Goods and services provided shall be clearly designated as "E-Rate Eligible". Non-Eligible goods and services shall be clearly called out as 100% non-eligible or shall be 'cost-allocated' to show the percentage of eligible costs per SLD guidelines.

E-Rate Funding Year Boundaries: The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of contract 'signing date', goods and services requested in this RFP shall be delivered no earlier than the start of the Funding Year (July 1, 2018). To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate funding years.

SLD Invoicing: Respondents agree to conform to all E-RATE guidelines for the billing of discounts to the SLD. Billing method will be in SPI form (Service Provider Invoice): The Service Provider will only invoice Cleveland Metropolitan School District for the E-Rate percentage that applies to CMSD. The Service Provider will then invoice the SLD their percentage. Responder must also provide the name, title and telephone number for single point of contact for E-Rate questions.

SPIN Number: Respondents shall document the ability to participate in the E-Rate program by supplying their current SPIN (Service Provider Identification Number) and current FCC Registration Number (FRN) as part of their proposal.

FCC/SLD Auditability: The E-Rate program requires that all records be retained for at least ten years. Respondent hereby agrees to comply with auditing and inspections and retain all books, records, and other documents relative to this contract for ten (10) years last date to deliver service under the contract, or until audited by SLD and or CMSD, whichever is later. CMSD, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the contractor and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

1.3 Vendor Profile

The primary attributes CMSD seeks in a vendor includes, but is not limited to:

- Demonstrated, verifiable capability to provide support and maintenance services similar to those described in this RFP.
- Company business and financial performance history consistent with solid, stable and reliable operations over a multi-year period.
- Experience in the education industry concepts; preferably a history of providing services to the K-12 education environment.
- Existing, stable staff of highly trained professionals who have demonstrated successful track records of customer service and who have mastered the technical skills necessary to support the products and services outlined in the applicable RFP.
- Understanding of the legal and financial compliance requirements of E-rate, or a willingness to commit to acquire this knowledge.
- Demonstrated track record in successful E-rate funding approvals in the last three years.

1.4 Services

CMSD is soliciting proposals for Managed Infrastructure Services with optional services that include Field Support and Service Desk. The RFP will also include optional Managed Field Support and Service Desk Services. The RFP must be written in compliance with CMSD's Procurement Standards as well as follow applicable E-Rate guidelines. Services requested will fall into two categories, eligible for federal funds and those that are not eligible.

Note: The successful Respondent of this RFP understands and agrees that they will not utilize personnel assigned to this contract during normal business hours to perform similar services outside of the contract without prior approval of the DoIT.

1.5 Assumptions

The following list includes but is not limited to, a number of key requirements and assumptions for the selected managed services provider.

- 1. All individuals assigned to this contract must be able to speak, write, and understand English.
- 2. CMSD will not be directly billed nor additionally charged for ancillary costs, such as, but not limited to, travel time, long distance charges, cell phone cost, office supplies, CMSD required background checks, attendance at meetings, and other similar items that are part of doing business,
- 3. CMSD will not be directly billed nor additionally charged for
 - a. The physical movement of equipment within a building.
 - b. Meeting expenses.
 - c. Shipping of any kind.
 - d. Any transportation costs.
 - e. Overtime.
 - f. Training, education, and/or certification costs or hours to study
 - g. Field tech support hours are consistent with school open and close times and

Administration hours of operation

- 4. Standard CMSD business day is 7 am to 6 pm Monday thru Friday. (Except for designated CMSD business holidays.)
- 5. The provided list of facilities (See Appendix C) is subject to change. At the District's discretion sites may be added or removed in accordance with the District's needs during the course of the contract.
- 6. The lists of Server and Network equipment is subject to change. The District's environment is primarily comprised of Cisco equipment, but does include other platforms (HP, Brocade, Extreme, Nortel, and Aruba). The current Managed Service inventory is included in Appendix B.

1.6 Requirements

Respondents are expected to meet the following requirements in order to be considered responsive to this RFP.

- Experience servicing K-12, public, and/or government entities
- Experience providing managed infrastructure services for K-12, public, and/or government entities
- Experience providing Field Support for K-12, public, and/or government entities
- Experience providing Service Desk Support for K12, public, and/or government entities
- Demonstrate an understanding of federal funds solicitation guidelines and policies

1.7 General Service Requirements

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

- All prices must clearly delineate all costs.
- All prices must be line itemized, where applicable.
- An agreed-upon dispute resolution mechanism must be defined.

- There is no guarantee of any minimum amount of services that may be requested during the term of the contract.
- E-rate eligible services and ineligible services MUST be clearly line-itemized
- Interested service providers must be willing to engage in tracking service costs by site for both eligible and ineligible costs.
- Service provider will conduct a network infrastructure survey at the commencement of the service contract and annually during the contract term and extensions.
- All managed equipment and associated infrastructure services must be monitored 24x7x365.
- Network availability is expected to be 99.9999% excluding scheduled maintenance.
- Manage configuration and changes to all network infrastructure equipment needed to deliver required network services according to CMSD's processes.
- Provide appropriate on-premises qualified staff to support all contracted services.
- Provide documentation of staff Certifications (Appendix G)

1.8 Specific Manage Services Minimum Requirements

The following specific minimum requirements are necessary to fully manage CMSD's Hybrid environment through Life-cycle Management.

- 1. Monitoring [SLA Driven (Appendix D)]
 - Network Services: Firewalls, Router, Switches, UPS, etc.
 - Servers: On-Premise, Cloud, Virtual/physical
 - Services: ISP, Email, Web-filtering, Bandwidth, On-Premise & Cloud, etc.
- 2. Security
 - Access: TACACS, Radius, CISCO ISE, etc.
 - Microsoft Identity Management (MIM) for both students and staff
- 3. Reporting relative to
 - Network devices, Data, Services, etc.
- 4. Incident Management
 - SLA Driven (Appendix D)
 - Managed within CMSD's ITSM Ticketing System
- 5. Maintenance
 - Configuration
 - o Network Services: Firewalls, Router, Switches, UPS, etc.
 - o Servers: On-Premise, Cloud, Virtual/physical
 - o Services: Email, Web-filtering, Bandwidth, On-Premise & Cloud, etc.
 - Back Up and Restore of Data
 - o Network Services: Firewalls, Router, Switches, UPS, etc.
 - o Servers: On-Premise, Cloud, Virtual/physical
 - o Services: Web-filtering, Bandwidth, On-Premise & Cloud, etc.
- 6. Documentation
 - Pre environment (discovery)
 - All changes made to CMSD's environment must be documented
 - Current environment (on-going)

- All documentation must be validated before it can be archived
- 7. Inventory
 - Network Services: Firewalls, Router, Switches, UPS, etc.
 - Servers: On-Premise, Cloud, Virtual/physical
 - Services: ISP, Email, Web-filtering, Bandwidth, On-Premise & Cloud, etc.
- 8. Design/Process Improvement
 - Continuous evaluation and assessment of the network environment
 - Provide consultation and recommendations
 - Provide project plan with detailed timelines
- 9. Business Continuity Plan
 - Must adhere to the Department of Information Technology's (DoIT) continuity plan
- 10. Other: VMware, UCS, iBoss, Next Gen Firewalls, F5, Avamar, etc.

1.9 Minimum Manage Services Responsibilities and Duties

The following specific minimum responsibilities and duties are necessary to fully manage CMSD's Hybrid environment through Life-cycle Management.

- 11. Monitor the following [SLA Driven (Appendix D)]:
 - Network Services: Firewalls, Router, Switches, UPS, etc.
 - Servers: On-Premise, Cloud, Virtual/physical
 - Services: ISP, Email, Web-filtering, Bandwidth, On-Premise & Cloud, etc.
- 2. Manage and Provide security for:
 - Access: TACACS, Radius, CISCO ISE
 - Microsoft Identity Management (MIM) for both students and staff
- 3. Provide reporting relative to:
 - Network devices, Data, Services, etc.
- 4. Respond to Incidents in accordance with CMSD guidelines:
 - SLA Driven (Appendix D)
 - Managed within CMSD's ITSM Ticketing System
- 5. Perform scheduled and unscheduled maintenance:
 - Configuration
 - o Network Services: Firewalls, Router, Switches, UPS, etc.
 - o Servers: On-Premise, Cloud, Virtual/physical
 - o Services: Email, Web-filtering; Bandwidth, On-Premise & Cloud, etc.
 - Back Up and Restore of Data
 - o Network Services: Firewalls, router, switches, UPS, etc.
 - o Servers: On-Premise, Cloud, Virtual/physical
 - o Services: Web-filtering, Bandwidth, On-Premise & Cloud, etc.
- 6. Deliver written, oral, and electronic documentation:
 - Pre environment (discovery)
 - All changes made to CMSD's environment must be documented
 - Current environment
 - All documentation must be validated before it can be archived

- 7. Compile, assess, and maintain a complete inventory:
 - Network Services: Firewalls, Router, Switches, UPS, etc.
 - Servers: On-Premise, Cloud, Virtual/physical
 - Services: ISP, Email, Web-filtering, Bandwidth, On-Premise & Cloud, etc.
- 8. Create and design improvement processes:
 - Continuous evaluation and assessment of the network environment
 - Provide consultation and recommendations
 - Provide project plan with detailed timelines
- 9. Support Business Continuity Plan
 - Must adhere to the Department of Information Technology's continuity plan
- 10. Customer shall provide ETC:

1.10 Other Requirements

- 1. All individuals assigned to this contract must submit to background checks at the employer's expense and may only perform service upon successful clearance.
- 2. CMSD reserves the right to refuse any individual from performing any and all services under this contract.
- 3. The vendor will maintain an electronic copy of the configuration of each device in a shared location that designated CMSD staff can access as needed.
- 4. The vendor shall maintain an accurate inventory in electronic Microsoft SQL database form that is readable by designated CMSD staff of all equipment covered by this contract. The database must include but not limited to the following fields:
 - Building Number
 - Building Address
 - CMSD Asset Tag
 - Room Number
 - Location within room
 - Manufacturer
 - Model Number
 - Serial Number
- 5. Inventory Database must be updated daily with real-time movement of equipment by the service provider.
- 6. CMSD reserves the right to request immediate removal of any contract personnel at its discretion.

1.11 Minimum Manage Services SLAs

CMSD Priority Levels:

- 1. Priority 1 Critical Incident
 - a. **Definition**: Outage to CMSD's IT services that causes the Site(s) to be 100% down or Administrative sites, that are critical for CMSD's operations. CMSD and the vendor will commit substantial resources around the clock to resolve the situation.
 - b. Critical Incident is defined: A customer-impacting outage when CMSD's IT services are not available. In cases where incidents either start at the priority 1

level or are escalated from priority 2, the vendor will immediately place intense focus and resources on this incident to ensure quick and final resolution. The vendor is responsible for providing status account every 15 minutes.

2. Priority 2 Major Incident

- a. **Definition**: Outage to CMSD's IT services that causes the Site(s) to be down by 50% or more, that are critical for CMSD's operations. CMSD and the vendor will commit substantial resources around the clock to resolve the situation.
- b. Major Incident is defined: A single or multiple event that degrades services to a site. The vendor is responsible for providing status account every 30 minutes. Incidents that start at this level will automatically escalate to Priority 1 after 1 business day.

3. Priority 3 Minor Incident

- a. **Definition**: Outage to CMSD's IT services that causes the Site(s) to be down by up to 49% that are critical for CMSD's operations. CMSD and the vendor will commit substantial resources around the clock to resolve the situation.
- b. Minor Incident is defined: A single or multiple event that degrades services to a site. The vendor is responsible for providing status account every 4 hours. Incidents that start at this level will automatically escalate to Priority 2 after 1 business day.

4. Priority 4 Request/Project

- a. **Definition**: CMSD requests information and/or assistance.
- b. Define Requests/Projects: A request for information related to IT services with NO customer-impacting outage. Requests/Projects may be escalated based on CMSD's urgency/need for the service change.

SERVICE LEVELS:

- Provider will resolve all incidents within the Service Level Table timeline listed
- Provider's target network availability rate is 99.9999% (excluding scheduled network outages)
- Provider will utilize CMSD's ITSM ticket system
- Provider will deliver a detailed monthly issues report for all activity one week after the end of the month or billing cycle
- CMSD and Provider will review targets and performance against targets on a semi-annual basis during the contract term to evaluate and agree on any needed adjustment to the targets or credits.

The Provider must use the Form in Appendix C to provide the applicable service level credits

Service Level Table							
Priority Category	Service Target Notification	Maximum Resolution Time					
	Time						
Priority 1	≤ 15 minutes (Management)	1 hour per incident					
Priority 2	≤ 30 minutes (Management)	2 hours per incident					

Priority 3	≤ 1 hour (Ticket Update)	4 hours per incident
Priority 4	≤ 4 hours (Ticket Update)	N/A

1.12 Meetings

As part of the normal course of "doing business", i.e. not billing the District, the vendor is expected to provide proper representation at meetings as needed. Meetings may be in person and/or via tele-conference at the discretion of the Department of Information Technology.

The following meetings are required and are not billable:

- Ad Hoc meetings
- Weekly status meetings
- Project meetings
- Monthly meetings
- Quarterly meetings emerging technology reviews with vendors Senior leadership team
 - o Roadmap
 - o Network Optimization Recommendations
- Post resolution meetings related to system outages or emergency support

1.13 Change Control

CMSD takes very seriously the education of Cleveland's Children and the impact of service interruption to the District's end users; and therefore takes change control very seriously. The service provider must adhere to DoIT change control processes based on ITIL's best practices. Changes must be documented that include but are not limited to:

- Scope of change
- Communication plan of change
- Reason for change
- Change testing/validation plan.
- Risk Assessment.
- Plan for implementation of change which includes measurable milestones.
- Back out and/or contingency plan if change is unsuccessful.
- Identification of conditions in which back out/contingency plan must be implemented.
- Plan and test results must be approved by CMSD prior to implementation of the change.
- Problems encountered during the change.
- Any deviations from original plan.
- Plan for after change support.
- Lessons Learned.
- Deviations must be approved by CMSD.

Part III: Service Desk/Field Tech Support

Section I: General Information

1.0 Vendor Profile

In general, the primary attributes CMSD seeks in a vendor includes but is not limited to:

- Demonstrated, verifiable capability to provide support and maintenance services similar to those described in this RFP
- Sound business and financial performance history consistent with solid, stable, and reliable operations over a multi-year period
- Experience servicing education industry; ideally a history of providing products and/or services to members of the education industry
- Stable staff of highly trained professional who have demonstrated successful track records of customer service and who have mastered the technical skills necessary to support the products and services outlined in the applicable RFP
- Proven record of implementing industry best practices, reducing costs, and increasing service levels

Note: Service Desk/Field Tech Support Services are <u>not</u> E-rate eligible

Section II: Scope of Services

1.0 Services

The Department of Information Technology is requesting proposals for the support of the district owned desktops, laptops, mobile devices, Point-of-Sale (POS), VOIP phones, peripherals and support for end-users.

The two (2) main support areas are (1) Service Desk and (2) Field Support (Priority 3 and 4). The District is currently using a managed service provider for the above mentioned support needs. This request is for a complete turnkey solution whereby the vendor manages the Service Desk and Field Support day-to-day functions in conjunction with DoIT oversight.

The District is also seeking a vendor who has a student internship/worker program for CMSD students as part of their proposal. In addition, the District is requesting separate pricing for software imaging and installation services for various computer devices such as laptops, PCs and tablets. DoIT reserves the right to terminate this service at any time by providing the vendor written notice.

1.1 Key Requirements and Assumptions

The following list includes but not limited to a number of key requirements and assumptions for the selected vendor:

- DoIT reserves the right to request immediate removal of any contract personnel at its discretion.
- All individuals assigned to the contract must be able to speak, read, and write English
- All individuals are required to submit to a background check to be completed by CMSD's department of Safety & Security.
- CMSD will not be directly billed nor additionally charged for ancillary costs such as but not limited to: travel time, travel costs including mileage, long distance calls, cell phone cost, office supplies, background checks, attendance at meetings, and other similar items that are part of doing business, etc.
- Vendor must maintain an appropriate level of core staff onsite at CMSD that supports the
 District service performance goals, service levels and response times. Staff placement
 will be mutually decided. Every effort should be made to maintain the same core staff for
 the scope and term of the contract. All staff changes required immediate notification to
 DoIT.
- DoIT will not be directly billed nor additionally charged for:
 - o The physical movement of equipment within a building
 - Meeting expense
 - Communication devices such as two way pagers and/or radios or mobile phones
 - o Shipping of any kind
 - o Any transportation costs including but not limited to mileage
 - o Overtime
 - o Training, education, and/or certification costs or hours to study
 - o Field tech support hours are consistent with school open and close times and administration hours of operation
- Vendor will provide proper representation at meetings as required, at no additional charge (including administrative, marketing, and sales staff).
- On-site staff is required to adhere to DoIT dress code guideline which is business casual
- Problems are worked until resolved within the confines of normal building hours.
- All individuals assigned to this contract must submit to background checks at the employer's expense
- DoIT reserves the right to refuse any individual from performing any and all services under this contract
- The vendor will maintain an electric copy of all documentation for any device in a shared location that designated DoIT staff can access as needed
- The vendor shall maintain an accurate inventory in cooperation with DoIT staff of all
 equipment covered in the contract in electronic database form that is readable by
 designated DoIT staff of all equipment covered by this contract
- Vendor must provide a device to each Field Support Technician to be able to retrieve and manage tickets while in the field

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

1.2 Service Performance Goals

CMSD has identified a number of service performance goals that supports its long-term endusers service strategy. For CMSD to be successful in achieving its service performance goals, the vendor is asked to provide recommended service metrics and corresponding financial penalties for violation of not meeting each target metric. All penalties are based on the previous month's reporting and are not cumulative. Appendix K contains an example of the required format. CMSD also reserve the right to add additional service metrics to the awarded contract. Vendors are encouraged to leverage CMSD's service performance goals, ticket and call history (refer to Appendix J) to assist in development of their staffing model and level. CMSD's ticketing and ACD system will be used to report actual vendor service levels and response times.

Service Performance Goals:

•	Customer Satisfaction	90%
•	Calls answered	95%
•	Calls abandoned after 1 minute	<3%
•	Call abandoned before 1 minute	<5%
•	Average abandon rate	<5%
•	Average wait time before answer	2 minutes or less
•	Average wait time before abandon	2 minutes or less
•	First call resolution	70% or higher
•	Tickets to be assigned to a queue	2 hours or less
•	Ticket backlog(non-warranty)	100 or less

Service Levels and Response Times

Listed below are DoIT Service Levels and Response Times for Priority Level 3, Level 4 and Level 5. Priority Level 1 and Level 2 are not applicable to the services being requested in this RFP because Priority Level 1 and Level 2 pertains to district-wide services outages.

The DoIT ticketing and ACD system will be used to report actual vendor service levels and response times.

- Priority Level 3 and Level 4: Equipment/Services that impact a classroom and single user
 - Part delays for non-warranty parts such as; monitors, keyboards, mice, patch cords, power cords, USB cables, etc. are the responsibility of the vendor and must be no more than 1 day
 - o Acknowledgement of tickets are expected within 4 hours of ticket assignment during hours of operation.

- o One (1) hour initial response time and qualified personnel onsite service within 4 hours unless issue is resolved within 2 hours of initial discovery
- o Problems are worked until resolved within the confines of normal building hours plus up to 3 hours pending the severity of the issue
- o All tickets should be resolved and completed within three (3) business days of the ticket assignment
- Priority Level 5: Equipment/Services involving warranty and imaging projects
 - o Part delays (for parts that are the responsibility of the vendor) must be no more than 1 day

All project tickets are expected to have due dates entered with 48 hours and completion dates established within five (5) business days of the request.

1.3 Duties and Minimum Qualifications

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

- Installs and tests software on computers
- Troubleshoots and repairs hardware and software related issues on end point devices
- Configures and installs computer workstations
- Diagnoses and resolves critical and non-critical hardware and software problems in a timely manner
- Provides technical assistance to end users and Service Desk Agents, utilizing technical information provided through vendor relationships, hardware manufacturers and process manuals.
- Responds to technology service desk tickets to resolve computer problems through onsite, remote simulation or re-creation of the user's problem
- Document steps taken to diagnose and resolve customer problems and closes ticket.
- Installs, upgrades, and maintains a variety of software applications and computer hardware, including peripherals
- Diagnose, troubleshoot, and repair software and hardware problems
- Perform backup activities and restoration of user files as needed
- Participates in testing and implementation of new systems and procedures
- Works with school building staff and Academic departments to integrate technology solution into the classrooms
- Works with school building staff and Academic departments to integrate technology solution throughout the District
- Maintains a record of hardware and software installed or removed at the assigned locations. Forward a record of installed or removed equipment or devices to Inventory Distribution
- At the discretion of the District, prepares required documentation and reports
- Maintains complete and accurate records in the District's ticketing system

- Perform 1st level support of VOIP phone system; setup and configure phones
- Support the Point-of-Sale (POS) devices and peripherals
- Create software images
- Re-image all laptops and desktops
- Perform assessment of computer equipment including but not limited to laptops, iPads, Nooks and Chromebooks for repair
- Configure mobile devices for wireless network access
- Perform remote network, VPN client set-up
- Support all District cellular phones by making sure the District equipment request form and equipment receipt is signed.
- Perform assessment on all District cellular phones for basic repair
- Configure email on District cellular phones
- Share known documented problem resolutions in the ticketing system's "Knowledge Base" repository.
- Performs other duties as assigned

Field Support Technician Minimum Qualifications: The minimum qualifications that a Field Support Technician must possess are:

- Knowledge of, and experience repairing desktop, laptop, mobile devices, VOIP, peripherals, Point-of-Sale (POS) and computer equipment
- Must have an A+ and Net+ Certification, or equivalent work experience
- Must have a valid driver's license
- Ability to travel to any district site
- Ability to lift and/or move computer equipment
- Physical ability to install and repair computer equipment
- Skilled using analysis equipment and entering keyboard commands to diagnose computer, software and hardware issues
- Interpersonal skills necessary to work with various levels of district staff and external vendors/consultants in the resolution of technology issues
- Written skills necessary to maintain various departmental records, documents and reports
- Must be able to pass the Cleveland Metropolitan School District's criminal background checks

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

- Provides contact point to the service desk
- Engage customers and record details for service work order tickets
- Offer solutions to customer issues/inquiries to prevent a delay of resolution

- Provide application support for Enterprise Applications, such as: Workday's ERP, Microsoft Office 365, eSchool Student Management System, and Schoolnet Instructional Management System, etc.
- Open a ticket for all customer inquiries and issues; close Service Desk Agent ticket after the resolution
- Provides local and remote support
- Provide a high level of customer service to the user population that is both warm and professional at all times
- Establish and maintain a sound working relationship between the technology department and the end-user
- Provides how-to documentation to end-users as needed
- Performs other duties as assigned

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

- Strong decision making, problem solving and analytical skills
- Strong organizational skills with emphasis on detail and follow-up
- Ability to troubleshoot technology problems
- Ability to troubleshoot connectivity issues
- Must have a positive attitude
- Must be able to exercise patience and professionalism during stressful situations
- Minimum zero $(0) \sin(6)$ months of experience in a customer service support role
- Must be able to pass the Cleveland Metropolitan School District's criminal background checks

APPENDIX A

CMSD RFP RESPONSE STRUCTURE AND FORMAT

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

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

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

**** IMPORTANT ****

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

SECTION I: TRANSMITTAL COVER LETTER

See page 59 "Section VI: Proposal Requirements"

SECTION II: PURCHASING DIVISION INFORMATION

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

SECTION III: GENERAL REQUIREMENTS

Sub-section A: Executive Summary – Information about the firm's history, structure, organizational metrics, and qualifications for fulfilling CMSD's RFP requirements

Sub-section B: Business Tenure and Financial Stability – Describe, in years, your company's business tenure. Include information about the company's financial structure and viability, particularly as it relates to fulfilling a multiple year agreement.

Sub-section C: Customer References – Provide 3 customer references that directly relate to the services outlined in this RFP. If your company does not have any direct related references, provide 3 closely related services customer references.

Sub-section H: Experience – Detail your company's direct experience in the K-12 education industry. If your company does not have any experience in K-12, provide information for direct or indirect experience in the education or government industries.

Sub-section D: Management Support Services – Provide information about staff, project, issue, performance, quality, and risk management methodology

Sub-section E: Security – Provide information about your company's policies, practices, and standards for maintaining the confidentiality and integrity of client's data, intellectual property, and trade secrets.

Sub-section F: Risks – Provide your company's evaluation of the greatest challenges and risks associated with the particular service(s). Include suggestions for mitigating risk.

Sub-section G: Dispute Resolution – Provide detailed information about your company's standard dispute resolution methodologies.

SECTION IV: SCOPE OF WORK

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

SECTION III: E-RATE

Sub-section A: E-Rate Abilities – Detail your company's demonstrated E-rate experience.

SECTION IV: COST OF SERVICE

- 1. All prices must clearly delineate all costs including E-rate eligible and ineligible components.
- 2. All prices must be line itemized, where applicable.
- 3. All pricing should be in a **separate sealed envelope** using the RFP Price Form.

APPENDIX B

MANAGED SERVICES: MANAGED SERVICE INVENTORY

The list that is being included is subject to change. CMSD will be upgrading its infrastructure with the next 24 months which will include removing of all classroom switches and non cisco closet equipment. Therefore drastically reducing the variety and quantity of managed devices.

Summary Level Assets & Assets by Building

1111 Superior (Administration Building)	93
Application Delivery Controller	2
Core Router	3
Edge Router	2
Fabric Interconnect	2
Firewall	5
Router	1
Server Access Switch	2
Server Enclosure	1
Switch	24
UPS	5
Wireless Access Points	41
Wireless LAN Controller	3
WLC	2
Adlai E. Stevenson	73
Switch	19
UPS	6
Wireless Access Points	48
Alfred A. Benesch	63
Switch	33
UPS	1
Wireless Access Points	29
Almira	48
Router	1
Switch	10
UPS	6
Wireless Access Points	31

Andrew J. Rickoff	52
Router	1
Switch	17
UPS	9
Wireless Access Points	25
Anton Grdina	84
Switch	20
UPS	7
Wireless Access Points	57
Artemus Ward	64
Switch	21
UPS	8
Wireless Access Points	35
Benjamin Franklin	108
Switch	51
Wireless Access Points	57
Bolton	85
Switch	43
UPS	2
Wireless Access Points	40
Brooklawn (New Tech West)	55
Router	1
Switch	26
UPS	1
Wireless Access Points	27
Buhrer	71
Switch	17
UPS	7
Wireless Access Points	47
Campus International High School	56
Switch	9
Wireless Access Points	47
Campus International School (2160 Payne)	58
Switch	2
Wireless Access Points	56

Bard H.S. Early College Cleveland (Carl F. Shuler)	99
Switch	47
UPS	1
Wireless Access Points	51
Case	85
Switch	43
UPS	2
Wireless Access Points	40
Central Kitchen (Administrative)	5
Switch	5
Charles A. Mooney	144
Switch	57
UPS	3
Wireless Access Points	84
Charles Dickens	76
Switch	16
UPS	6
Wireless Access Points	54
Charles W. Eliot	99
Router	1
Switch	47
UPS	1
Wireless Access Points	50
Clara E. Westropp	104
Switch	52
UPS	1
Wireless Access Points	51
Clark	76
Router	1
Switch	38
UPS	1
Wireless Access Points	36
Cleveland Christian Home	6
Router	1
Switch	5

Cleveland School of the Arts	124
Switch	26
UPS	8
Wireless Access Points	90
Collinwood	147
Switch	73
Wireless Access Points	74
Daniel E. Morgan	103
Switch	22
UPS	6
Wireless Access Points	75
Denison	02
Router	83
Switch	42
UPS	1
Wireless Access Points	
Wireless Access Points	39
Design Lab (Health Careers)	49
Router	1
Switch	26
Wireless Access Points	22
Cleveland School of the Arts (Dike School of Art)	71
Router	1
Switch	36
Wireless Access Points	34
Douglas Mas Anthur Cinla Saha ala	45
Douglas MacArthur-Girls Schools	1
Router Switch	21
UPS	1
Wireless Access Points	22
Wireless Access Points	22
Downtown Education Center (AKA Juvenile Detention Center)	7
Router	1
Switch	6
Harvard Bus Depot	6
Switch	3
Wireless Access Points	3

East Professional Center (Administrative)	151
Switch	64
Wireless Access Points	87
East Clark	56
Switch	20
UPS	6
Wireless Access Points	30
East Technical	201
Router	1
Switch	103
UPS	1
Wireless Access Points	96
Euclid Park	62
Switch	19
UPS	3
Wireless Access Points	40
Franklin D. Roosevelt	111
Router	1
Switch	27
UPS	9
Wireless Access Points	74
Fullerton	62
Switch	32
UPS	1
Wireless Access Points	29
Garfield	85
Switch	18
UPS	6
Wireless Access Points	61
Garrett Morgan - School of Science	57
Router	1
Switch	36
UPS	2
Wireless Access Points	18

George Washington Carver	78
Switch	21
UPS	8
Wireless Access Points	49
Ginn Academy	85
Switch	35
UPS	1
Wireless Access Points	49
Glenville	234
Switch	108
UPS	1
Wireless Access Points	125
H. Barbara Booker Montessori	80
Router	1
Switch	37
UPS	1
Wireless Access Points	41
Hannah Gibbons-Stem	58
Switch	15
UPS	
Wireless Access Points	43
Harvey Rice	67
Switch	18
UPS	7
Wireless Access Points	42
Iowa-Maple	85
Router	1
Switch	40
UPS	1
Wireless Access Points	43
James Ford Rhodes	190
	52
Switch	
Switch UPS Wireless Access Points	11 127

Jane Addams	133
Router	1
Switch	65
UPS	3
Wireless Access Points	64
John Adams	93
Switch	41
UPS	9
Wireless Access Points	43
John F. Kennedy (Pact Academy & Eagle Academy)	199
Router	1
Switch	96
UPS	1
Wireless Access Points	101
John Hay Campus	135
Router	1
Switch	52
UPS	13
Wireless Access Points	69
John Marshall	187
Switch	39
UPS	11
Wireless Access Points	137
Jones Home	9
Router	1
Switch	7
UPS	1
Joseph M. Gallagher	162
Router	1
Switch	77
UPS	3
Wireless Access Points	81
Kenneth W. Clement-Boys Schools	46
Switch	24
Wireless Access Points	22

Lake Center Bus Depot	5
Switch	3
Wireless Access Points	2
Lincoln-West	198
Switch	103
UPS	1
Wireless Access Points	94
Lincoln-West School of Science & Health At Metro Health	8
Router	1
Switch	1
Wireless Access Points	6
Louis Agassiz	59
Switch	29
Wireless Access Points	30
Louisa May Alcott	50
Router	1
Switch	13
UPS	3
Wireless Access Points	33
Luis Munoz Marin	131
Switch	71
UPS	1
Wireless Access Points	59
Marion C. Seltzer	80
Router	1
Switch	41
UPS	1
Wireless Access Points	37
Marion-Sterling	81
Switch	40
UPS	1
Wireless Access Points	40
Martin L. King High School	125
Switch	73
UPS	1
Wireless Access Points	51

Mary B. Martin	66
Switch	14
UPS	7
Wireless Access Points	45
Mary M. Bethune	82
Switch	21
UPS	9
Wireless Access Points	52
Max S. Hayes	90
Switch	24
UPS	7
Wireless Access Points	59
MC2STEM Great Lakes Center	7
Switch	4
UPS	1
Wireless Access Points	2
MC2STEM Nela Park	20
Switch	5
UPS	2
Wireless Access Points	13
Memorial	34
Switch	16
UPS	4
Wireless Access Points	14
201 12 101	
Michael R. White	79
Switch UPS	42
Wireless Access Points	1 36
Wireless Access Points	30
Miles	69
Switch	9
UPS	3
Wireless Access Points	57
Miles Park	90
Switch	22
UPS	7
Wireless Access Points	61

Mound	78
Switch	21
UPS	7
Wireless Access Points	50
Nathan Hale	65
Switch	20
UPS	7
Wireless Access Points	38
Nathaniel Hawthrone	45
Switch	14
Wireless Access Points	31
Wileless Access Forms	31
Newton D. Baker	107
Router	1
Switch	45
UPS	1
Wireless Access Points	60
Oliver Hererd Down	76
Oliver Hazard Perry	76
Switch UPS	40 1
Wireless Access Points	35
wireless Access Points	35
Orchard Stem (K-8)	50
Switch	5
UPS	3
Wireless Access Points	42
Patrick Henry	89
Switch	18
UPS	6
Wireless Access Points	65
Paul L. Dunbar K-8	77
Switch	12
UPS	8
Wireless Access Points	57
Ridge Road Depot	23
Switch	13
UPS	2
Wireless Access Points	8

Riverside	30
Router	1
Switch	13
UPS	5
Wireless Access Points	11
Robert H. Jamison	93
Switch	20
UPS	7
Wireless Access Points	66
Robinson G. Jones	75
Switch	24
UPS	10
Wireless Access Points	41
Scranton	68
Switch	37
UPS	1
Wireless Access Points	30
South High/Non-Instructional Site	6
Router	1
Switch	3
UPS	2
Success Tech HS	153
Switch	41
UPS	4
Wireless Access Points	108
Success Tech (Cleveland H.S. for Digital Arts @ Lakeside)	2
Switch	2
Success Tech (Davis A&M)	2
Switch	2
Switch	
Sunbeam	79
Router	1
Switch	35
UPS	1
Wireless Access Points	42

Thomas Jefferson International Newcomers Academy	111
Switch	26
UPS	9
Wireless Access Points	76
Tremont	118
Switch	63
Wireless Access Points	55
Valley View-Boys School	46
Switch	24
UPS	1
Wireless Access Points	21
Wade Park	73
Switch	19
UPS	8
Wireless Access Points	46
Walton	79
Switch	43
UPS	1
Wireless Access Points	35
Warner-Girls School	106
Switch	20
UPS	8
Wireless Access Points	78
Washington Park-Environmental Studies	39
Switch	22
UPS	2
Wireless Access Points	15
Waverly	74
Switch	38
UPS	1
Wireless Access Points	35
Whitney M. Young	72
Switch	35
Wireless Access Points	37

Wilbur Wright	68
Router	1
Switch	14
UPS	1
Wireless Access Points	52
William C. Bryant	43
Switch	15
Wireless Access Points	28
Willow	50
Switch	26
UPS	1
Wireless Access Points	23
Willson	82
Router	1
Switch	19
UPS	7
Wireless Access Points	55
Woodland Data Center	52
Router	2
Switch	41
UPS	3
Wireless Access Points	6
Grand Total	8270
Physical Servers	55
Virtual Servers	132
Grand Total	187

APPENDIX C

RFP: MASTER SITE LIST

	Name	Address	Zip
1	ADLAI E. STEVENSON	18300 WODA AVE	44122
		1111 SUPERIOR AVENUE, E SUITE	
2	ADMINISTRATION BUILDING	1800	44114
3	ALFRED A. BENESCH	5393 QUINCY AVE.	44104
4	ALMIRA	3375 W. 99TH STREET	44102
5	ANDREW J. RICKOFF	3500 EAST 147TH STREET	44120
6	ANTON GRDINA	2955 EAST 71ST STREET	44104
7	ARTEMUS WARD	4315 W 140TH ST	44315
8	BARD EARLY COLLEGE	13501 TERMINAL AVE	44135
9	BENJAMIN FRANKLIN	1905 SPRING RD	44106
10	BOLTON	9803 QUEBEC AVE	44106
11	BROOKLAWN	11801 WORTHINGTON AVE	44111
12	BUHRER	1600 BUHRER AVE	44109
13	CAMPUS INTERNATIONAL NORTH	2160 PAYNE AVE	44115
14	CAMPUS INTERNATIONAL SOUTH	3100 CHESTER AVE	44115
15	CASE	4050 SUPERIOR AVE	44109
16	CENTRAL KITCHEN	16807 ST CLAIR AVE	44110
17	CHARLES A. MOONEY	3213 MONTCLAIR AVE	44109
18	CHARLES DICKENS	13013 CORLETT AVE	44105
19	CHARLES W. ELIOT	15700 LOTUS DRIVE	44128
20	CLARA A. WESTROPP	19101 PURITAS AVE	44135
21	CLARK	5550 CLARK AVE	44102
22	CLEVELAND CHRISTIAN HOME	11401 LORAIN AVE	44111
	CLEVELAND HIGH SCHOOL FOR THE		
23	DIGITAL ARTS	1440 LAKESIDE AVENUE	44115
24	CLEVELAND SCHOOL OF THE ARTS	2064 STEARNS RD	44106
	CLEVELAND SCHOOL OF THE ARTS DIKE		
25	SCHOOL OF ART	2501 E 61ST ST	44104
26	COLLINWOOD	15210 SAINT CLAIR AVE	44110

	Name	Address	Zip
27	DANIEL E. MORGAN	8912 MORRIS COURT	44106
	DAVIS AEROSPACE AND MARITIME		
28	HIGH SCHOOL	1440 LAKESIDE AVE	44114
29	DENISON	3799 W 33RD ST	44109
30	DESIGN LAB	1740 E 32ND ST	44414
	DOUGLAS MACARTHUR- GIRLS		
31	SCHOOL	4401 VALLEYSIDE RD	44135
	DOWNTOWN EDUCATION CENTER		
32	AKA JUVENILE DETENTION CENTER	9300 QUINCY	44115
33	EAGLE ACADEMY	17100 HARVARD AVE	44128
34	EAST CLARK	885 EAST 146 STREET	44105
35	EAST PROFESSIONAL CENTER	1349 E 79TH ST	44103
36	EAST TECHNICAL	2439 E 55TH ST	44104
37	EUCLID PARK	17914 EUCLID AVENUE	44112
38	FRANKLIN D. ROOSEVELT	800 LINN DR	44108
39	FULLERTON	5920 FULLERTON AVE	44105
40	GARFIELD	3800 W 140TH ST	44111
41	GARRETT MORGAN	4016 WOODBINE AVE	44113
42	GEORGE WASHINGTON CARVER	2201 E 49TH STREET	44103
43	GINN ACADEMY	655 E 162ND ST	44110
44	GLENVILLE	650 E 113TH ST	44108
45	H. BARBARA BOOKER MONTESSORI	2121 W 67TH ST	44102
46	HANNAH GIBBONS-STEM	1401 LARCHMONT ROAD	44110
47	HARVARD BUS DEPOT	4177 EAST 49TH STREET	44105
48	HARVEY RICE	2730 E. 116TH. STREET	44104
		2900 COMMUNITY COLLEGE	
49	HIGH TECH ACADEMY @ TRI-C	AVE	44115
50	IOWA-MAPLE	12510 MAPLE AVE	44108
51	JAMES FORD RHODES	5100 BIDDULPH RD	44144
52	JANE ADDAMS	2373 E 30TH ST	44115
		3817 MARTIN LUTHER KING	
53	JOHN ADAMS	JR. DRIVE	44105
54	, , , , , , , , , , , , , , , , , , , ,	17100 HARVARD AVE	44128
55	JOHN HAY CAMPUS	2075 STOKES BLVD	44106
56	JOHN MARSHALL	3952 WEST 140TH STREET	44111
57	JONES HOME	3518 W 25TH ST	44109
58	JOSEPH M. GALLAGHER	6601 FRANKLIN BLVD	44102
	KENNETH W. CLEMENT- BOYS		
59	SCHOOL	14311 WOODWORTH RD	44112
60	LAKE CTR. BUS DEPOT	870 EAST 79TH STREET	44103
61	LAKESIDE BUILDING	1440 LAKESIDE AVENUE	44115

	Name	Address	Zip
	LINCOLN WEST SCHOOL OF		
	SCIENCE & HEALTH AT		
62	METROHEALTH	2500 METROHEALTH DRIVE	44109
63	LINCOLN-WEST	3202 W 30TH ST	44109
64	LOUIS AGASSIZ	3595 BOSWORTH RD	44111
65	LOUISA MAY ALCOTT	10308 BALTIC RD.	44102
66	LUIS MUNOZ MARIN	1701 CASTLE AVE	44113
67	MARION C. SELTZER	1468 W 98TH ST	44102
68	MARION-STERLING	3033 CENTRAL AVE	44115
69	MARTIN L KING HIGH SCHOOL	1651 E. 71ST ST.	44103
70	MARY B. MARTIN	8200 BROOKLINE AVE	44103
71	MARY M. BETHUNE	11815 MOULTON AVE	44106
72	MAX S. HAYES	2211 WEST 65TH STREET	44102
	MC2 STEM 11-12 AT CLEVELAND		
73	STATE UNIV RHODES TOWER	2124 CHESTER AVENUE	44115
74	MC2 STEM GREAT LAKES CENTER	601 ERIESIDE AVE.	44114
75	MC2 STEM NELA PARK	1975 NOBLE ROAD, BLDG 336	44112
76	MEMORIAL	410 EAST 152ND STREET	44110
77	MICHAEL R WHITE	1000 E 92ND ST	44108
78	MILES	11918 MILES AVE	44105
79	MILES PARK	4090 E 93RD ST	44105
80	MOUND	5935 ACKLEY ROAD	44105
		3588 MARTIN LUTHER KING	
81	NATHAN HALE	BLVD	44105
82	NATHANIEL HAWTHORNE	3575 W. 130TH ST	44111
83	NEWTON D. BAKER	3690 W. 159TH ST	44111
84	OLIVER HAZARD PERRY	18400 SCHENELY AVE	44119
85	ORCHARD STEM (K-8)	4200 BAILEY AVE	44113
86	PACT ACADEMY	17100 HARVARD AVE	44128
87	PATRICK HENRY	11901 DURANT AVE	44108
88	PAUL L. DUNBAR K-8	2159 WEST 29TH ST	44113
89	RIDGE ROAD DEPOT	3832 RIDGE ROAD	44144
90	RIVERSIDE	14601 MONTROSE	44111
91	ROBERT H. JAMISON	13905 HARVARD AVE	44105
92	ROBINSON G. JONES	4550 WEST 150TH STREET	44135
93	SCHOOL OF ONE	3575 W. 130 TH	44111
94	SCRANTON	1991 BARBER AVE	44113
	SOUTH HIGH/NON-INSTRUCTIONAL		
95	SITE	7415 BROADWAY AVE	44109
96	SUCCESS TECH HS	1440 LAKESIDE AVENUE	44115
		11731 MOUNT OVERLOOK	
97	SUNBEAM	AVE	44120

	Name	Address	Zip
	THOMAS JEFFERSON INTERNATIONAL NEWCOMERS		
98	ACADEMY	3145 WEST 46TH STREET	44102
99	TRADES DEPARTMENT	3840 RIDGE ROAD	44102
100	TREMONT	2409 W 10TH ST	44113
101	VALLEY VIEW- BOYS SCHOOL	17200 VALLEYVIEW AVE	44135
102	WADE PARK	7600 WADE PARK AVE	44103
103	WALTON	3409 WALTON AVE	44113
104	WARNER- GIRLS SCHOOL	8315 JEFFERIES AVENUE	44110
	WASHINGTON PARK-	3875 WASHINGTON PARK	
105	ENVIRONMENTAL STUDIES	BOULEVARD	44105
106	WAVERLY	1422 W 74TH ST	44102
107	WHITNEY M. YOUNG	17900 HARVARD AVE	44128
108	WILBUR WRIGHT	11005 PARKHURST DR	44111
109	WILLIAM CULLEN BRYANT	3121 OAK PARK AVE	44109
110	WILLOW	5004 GLAZIER AVE	44127
111	WILLSON	1122 ANSEL ROAD	44103
112	WOODLAND DATA CENTER	4966 WOODLAND AVE	44104

APPENDIX D

MANAGED SERVICES: SERVICE LEVEL CREDITS FORM SAMPLE

Priority		Maximum Resolution	Service Level
Category	Service Target Notification Time	Time	Agreement Credits
			5% of Total Monthly
Priority 1	≤ 15 minutes (Management)	1 hour per incident	Payment
			10% of Total Monthly
Priority 2	≤ 30 minutes (Management)	2 hours per incident	Payment
			10% of Total Monthly
Priority 3	≤ 1 hour (Ticket Update)	4 hours per incident	Payment
Priority 4	≤ 4 hours (Ticket Update)	N/A	N/A

Additional Service Level	SLA	Service Level Agreement Credits
Network Availability	99.9999%	5% of Total Monthly Payment
Network Monitoring	24x7x365	10% of Total Monthly Payment

APPENDIX E

MANAGED SERVICES: SERVICE LEVEL CREDITS FORM

Priority		Maximum Resolution	Service Level
Category	Service Target Notification Time	Time	Agreement Credits
Priority 1	≤ 15 minutes (Management)	1 hour per incident	
Priority 2	≤ 30 minutes (Management)	2 hours per incident	
Priority 3	≤ 1 hour (Ticket Update)	4 hours per incident	
Priority 4	≤ 4 hours (Ticket Update)	N/A	N/A

Additional Service Level	SLA	Service Level Agreement Credits
Network Availability	99.9999%	
Network Monitoring	24x7x365	

APPENDIX F

MANGAGED SERVICES: SERVICE PROVIDER QUESTION

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

- Each question must be answered as accurately as possible
- Proposers may use additional pages as necessary
- Proposers may include diagrams, pictures, illustrations, etc
- Proposers must respond to each of the questions as part of their RFP response.

Describe how the vendor will manage to keep costs down and at the same time strive to improve the quality of service provided and customer satisfaction.
2. List and describe the top three (3) ways the vendor will add value to the client's organization.
3. Describe how the company views the lifecycle of an incident from start to finish.
4. Describe the various methods that the vendor uses to keep the customer and the end-user informed, and where they fit in the lifecycle of the incident. Provide specific examples of the flow of communication.
5. Provide a process that demonstrates how your company will make recommendation for infrastructure efficiencies and cost savings.
6. Describe the methodologies and metrics that the vendor uses to make adjustments to the infrastructure you have described in question number five.

7. Describe in detail the criteria the vendor uses to determine the effectiveness of the services provided to customers
8. Describe the top three (3) critical success factors for providing quality support and how the vendor has addressed them.
9. Describe the methodologies and procedures that the vendor uses to minimize the effects of staff turnover
10. Describe the methodologies and procedures that the vendor service uses to identify training needs of service staff, customer, and end-user; also describe how the vendor addresses them.
11. Describe what is done to maintain and improve your service staff's soft skills, (e.g. interpersonal skills, personality, communication, etc.)
12. Describe the escalation process that the vendor service provider uses.
13. Describe the proposed CMSD Student Internship/Worker program.

APPENDIX G

MANAGED SERVICES: CERTIFICATION

									Certifi	cation	Levels	6						
		Entry	MCSA	CCNA	CCDA	VCA6	CCNP	CCDP	VCP6	VCP7	MCSD	VCDX6	VCDX7	MCSE	CCIE	CCDE	VCAP6	VCAP7
	Mobility																	
	Cloud Platform & Infrastructure																	
	Productivity																	
	Data Management & Analytics																	
اے	App Builder																	
į.	Data Center Virtualization																	
Certification	Cloud Management & Automation																	
tifi	Network Virtualization																	
er	Desktop & Mobility																	
of (Data Center																	
	Routing																	
Area	Switching																	
	Security																	
	Collaboration																	
	Wireless																	
	Design																	
	Cloud																	

APPENDIX H:

MANAGED SERVICE: REFERENCE FORM

List three customer references of entities that you are currently providing Managed Services to or have provide similar Managed Services for in the past. Public sector experience is preferred, but not required. Managed Service experience reference is required.

Reference #1:
Company/School Name:
Address:
Type of Business:
Contact Person.
Telephone and Fax #:
Dates of Service: Description of Services Provided:
Description of Services Provided:
Reference #2:
Company/School Name:
Address:
Type of Business:
Contact Person:
relephone and Fax #:
Dates of Service: Description of Services Provided:
Description of Services Provided:
Reference #3:
Company/School Name:
Address:
Type of Business:
Contact Person:
Telephone and Fax #:
Dates of Service:
Description of Services Provided:

APPENDIX I

MANAGED SERVICE: EXPERIENCE HISTORY FORM

The following questions shall be answered by the Proposer for use in evaluating the proposal.

1. EXPERIENCE:
Years in business under present name:
Years performing work specialty:
Licenses currently valid in force:
2. REFERENCES:
Provide three references from entities you have provided similar managed services to in the past two (2) years, at least one reference should be a public school system.
Reference #1:
Industry:
Firm/District Name:
Address:
Contact Name &Title:
Telephone #: Email Address:
Dates of Services Provided:
Address: Contact Name &Title: Telephone #: Dates of Services Provided: Description of Services Provided:
Reference #2:
Industry:
Address:
Contact Name & Title:
Contact Name &Title: Telephone #: Email Address: Dates of Services Provided:
Dates of Services Provided:
Dates of Services Provided:
<u> </u>
Reference #3:
Industry:
Firm/District Name:
Address:
Contact Name & Title.
relephone #. Eman Address.
Dates of Services Provided:
Description of Services Provided:
•
Authorized Representative's Signature
Company Name:

APPENDIX J

SERVICE DESK/FIELD SUPPORT: HISTORICAL DATA

Total Calls and Tickets Report by Month - 2016/17 School Year				
	Total Calls	Average Wait Before Abandon (Secs)	District Total Tickets	Field Tech Tickets Opened
July	1138	50	1170	132
August	2940	266	6249	1362
September	3581	186	4365	1074
October	2314	161	3783	877
November	2239	112	3649	751
December	1938	159	3388	685
January	2489	123	5102	706
February	2160	138	3116	735
March	1756	111	2598	734
April	1800	149	2549	634
May	1288	37	2064	520
June	787	33	1288	391

APPENDIX K

SERVICE DESK/FIELD SUPPORT: SAMPLE SERVICE LEVEL METRICS & CREDITS

Performance Objective	Metrics	Credit
Average Abandon Rate	Average abandon rate <5%	5% of total monthly payment
First Call Resolution	70% or higher	10% of total monthly payment
Ticket Backlog (non-warranty)	100 or less	10% of total monthly payment
Calls Answered	95% or higher	8% of total monthly payment
Average Wait Time Before Answer	2 minutes or less	5% of total monthly payment
Average Wait Time Before Abandon	2 minutes or less	5% of total monthly payment
Tickets to be Assigned to a Queue	2 hours or less	2% of total monthly payment
Incident Response Time	 1 hour (Priority 3 & 4) Qualified Technician on site within 4 hours 	2% of total monthly payment

APPENDIX L

SERVICE DESK/FIELD SUPPORT: SERVICE LEVEL CREDITS FORM

Performance Objective	Metrics	Credit
Average Abandon Rate	Average abandon rate <5%	
First Call Resolution	70% or higher	
Ticket Backlog (non-warranty)	100 or less	
Calls Answered	95% or higher	
Average Wait Time Before Answer	2 minutes or less	
Average Wait Time Before Abandon	2 minutes or less	
Tickets to be Assigned to a Queue	2 hours or less	
Incident Response Time	 1 hour (Priority 3 & 4) Qualified Technician on site within 4 hours 	

APPENDIX M

SERVICE DESK/FIELD SUPPORT: REFERENCE FORM

List three customer references of entities that you are currently providing Service Desk/Field Support to or have provide similar Service Desk/Field Support for in the past. Public sector experience is preferred, but not required. Service Desk/Field Support experience reference is required.

Reference #1:
Company/School Name:
Address:
Type of Business:
Contact Person:
Telephone and Fax #:
Dates of Service:
Description of Services Provided:
Reference #2:
Company/School Name:
Address:
Type of Business:
Contact Person:
Telephone and Fax #:
Dates of Service:
Description of Services Provided:
Reference #3:
Company/School Name:
Address:
Type of Business:
Contact Person:
Telephone and Fax #:
Dates of Service:
Description of Services Provided:

APPENDIX N

SERVICE DESK/FIELD SUPPORT: EXPERIENCE HISTORY FORM

The following questions shall be answered by the Proposer for use in evaluating the proposal.

3. EXPERIENCE:
Years in business under present name:
Years performing work specialty:
Licenses currently valid in force:
Elections carretary valid in 19166.
4. REFERENCES:
Provide three references from entities you have provided similar managed services to in the past
two (2) years, at least one reference should be a public school system.
Reference #1:
Industry:
Firm/District Name:
Address:
Contact Name &Title:
Telephone #: Email Address:
Dates of Services Provided:
Address: Contact Name &Title: Telephone #: Dates of Services Provided: Description of Services Provided:
Reference #2:
Industry:
Industry:
Auuress.
Contact Name &Title:
Contact Name &Title: Telephone #: Email Address: Dates of Services Provided:
Dates of Services Provided:
Dates of Services Provided: Description of Services Provided:
Reference #3:
Industry:
Firm/District Name:
Address:
Contact Name & Title.
relephone #. Eman Address.
Dates of Services Provided:
Description of Services Provided:
Authorized Representative's Signature
Company Name:

APPENDIX O

MANAGED INFRASTRUCTURE SERVICES PROPOSAL PRICE FORM (TO BE SUBMITTED WITH THE PROPOSAL BUT IN A SEPARATE SEALED ENVELOPE)

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

- E-rate eligible services and ineligible services MUST be clearly line-itemized
- Interested service providers must be willing to engage in tracking service costs by site for both eligible and ineligible costs

	Monthly	Annual	Total
Eligible Cost			
Ineligible Cost			
Total			

SERVICE DESK/FIELD SUPPORT PROPOSAL PRICE FORM

(TO BE SUBMITTED WITH THE PROPOSAL BUT IN A SEPARATE SEALED ENVELOPE)

Proposer must separate out cost via line item and use the table provided below. These services are not E-rate eligible.

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

All price quotations must include all labor, materials and equipment, applicable taxes, shipping and miscellaneous charges that are necessary to provide Cleveland Metropolitan School District with a complete, "turn-key" solution to all sites. Where items ARE NOT eligible for E-Rate discounts, these items should be placed on a separate price quotation sheet, explicitly labeled "E-Rate Ineligible Items".

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

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

Receipts of the following Addenda are hereby acknowledged: (List all Addenda Dates)

Addenda No	Dated	Addenda No	Dated	
Addenda No.	Dated	Addenda No.	Dated	
Addenda No	Dated	Addenda No.	Dated	
Dated at	, this	day of 20		
Organization Name: _			_	