



## **REQUEST FOR PROPOSAL**

**RFP# 21373**

**For**

## **HIGH SPEED INTERNET SERVICE**

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

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## Part I: NOTICE OF REQUEST FOR PROPOSAL #21373

The proposals for the requirement set forth below will be received via email to [Amanda.Joyce@clevelandmetroschools.org](mailto:Amanda.Joyce@clevelandmetroschools.org) until **1:00 pm current local time on February 20, 2023**. This RFP will not be publicly opened.

### HIGH SPEED INTERNET SERVICE RFP #21373

Step	Date*
RFP Posted	January 23, 2023
Pre-Proposal Meeting	January 31, 2023 Via ZOOM
All final questions from service providers to the District	February 3, 2023
Answers to service providers from the District and all addenda issued (if necessary)	February 7, 2023
RFP Responses Due	February 20, 2023
Intent to award	February 27, 2023
Finalize scope and contract	February 27 thru March 6, 2023
Contract Start	March 6, 2023

\*Dates listed are subject to change at the discretion of the District. Service providers will be notified of changes to the schedule, as appropriate.

Copies of Instructions to Proposers, Specifications, and Drawings may be obtained directly from the District's Webpage. Go to [clevelandmetroschools.org/purchasing](http://clevelandmetroschools.org/purchasing) and click on the RFP number. If you require assistance, please email [Amanda.Joyce@clevelandmetroschools.org](mailto:Amanda.Joyce@clevelandmetroschools.org).

All questions and correspondence related to this RFP must be submitted in writing ONLY by **12:00 noon on February 3, 2023**, 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](http://clevelandmetroschools.org/purchasing). Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than February 7, 2023.

No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.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 all Proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional Proposals.

SPAM and/or robotic responses will not be considered valid responses and will be disqualified from consideration.

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

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

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

## Section I: Instructions to Proposers

### **DEPARTMENT OF INFORMATION TECHNOLOGY SERVICE DELIVERY PARTNER**

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.
2. Proposals are due via email to [amanda.joyce@clevelandmetroschools.org](mailto:amanda.joyce@clevelandmetroschools.org) before **1:00 pm. current local time on February 20, 2022.** Proposals will not be opened publicly.
3. All submissions must include in the subject line of the email, the RFP name and number. Partners who do not comply with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Proposal will be disqualified. This applies to copies only.

#### **Proposals that are submitted must include:**

- a. Completed Proposal Form(s) including evidence of State certification to perform the work required.
- b. Signed Acknowledgement for Instructions to Proposers
- c. Signed and notarized Proposer’s Qualification Form.
- d. Completed Addendum Acknowledgement Form acknowledging all addenda issued (if applicable).
- e. Signed Conflict of Interest Form.
- f. Completed and notarized Non-Collusion Affidavit.
- g. Completed and notarized EOA Compliance Declaration documents.
- h. Completed and notarized Diversity Business Enterprise Participation Forms.

- i. Completed addendum acknowledgement form acknowledging all addenda issued (if applicable).
- j. Properly executed Affidavit and/or Company Board of Directors Resolution authorizing certain person(s) to sign legal documents such as the Proposal Form, Proposer's Qualification Form, etc.

**Proposer acknowledges that all material and information responsive to the specifications must be furnished or the proposal may be deemed non-responsive and not considered.**

4. No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.
5. The Cleveland Metropolitan School District reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional proposals.
6. Proposer understands and agrees that subsequent to submission of the proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the proposer.
7. Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.
8. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
9. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
10. Proposer further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function but is a formal requirement for acceptance of the RFP.
11. Proposer must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment, and financial resources to perform the work required in the Specifications within the time frame required.
12. Proposer shall not include Ohio Sales tax in the price quoted. The Cleveland Metropolitan School District will provide a tax-exempt certificate to the proposer upon request.
13. **SECURITY:** Partner'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. Partner 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.
  - Partner agrees to successfully complete background checks on all its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities.



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

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

15. **DIVERSITY BUSINESS GOAL:** The Diversity Business and Partner 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 partners will have their diversity business participation counted toward their goal attainment only with minority partners 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.

Partners 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.**

16. **REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFP must be directed to: Amanda Joyce, email: [Amanda.Joyce@clevelandmetroschools.org](mailto:Amanda.Joyce@clevelandmetroschools.org). Answers to any questions shall be in writing and shall be sent to all firms who are on record with the District as having received a copy of this RFP. It is therefore imperative that firms provide full and accurate contact information to the District. The name of the party submitting the question will not be identified in the answers. Firms considering responding to this RFP are strictly prohibited from communicating with any member of District's staff or representatives of the Owner except as set forth in this section.

17. **EVALUATION CRITERIA.** Evaluation of the proposal will be based upon several factors including, but not limited to: competence to perform the required services as indicated by the training, education and experience of the firm's personnel, especially the training, education and experience of the employees who would be assigned to perform the services; ability in terms of workload and availability of qualified personnel, equipment and facilities to perform the required services competently and expeditiously; past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work and meeting of deadlines; and other similar factors. The District is not required to select the firm that submits the lowest cost proposal for providing the services. In the event the District is unable to negotiate a satisfactory contract with the selected firm, the District may terminate negotiations with that firm and enter into negotiations with another firm submitting that submitted a proposal.

18. The Partner authorizes the District and its representatives to contact the owners and professionals on projects on which the Partner has worked, and Partner authorizes such owners

and professionals to provide the District with a candid evaluation of the Partner's performance. By submitting its proposal, the Partner 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 Partner will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.

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

## Part II: DISTRICT RELATED FORMS

### Required Purchasing Division Documents and Instructions

#### Section I: Addendum Acknowledgement Form for RFP #21373

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

***Failing to acknowledge a published Addendum may cause your bid to be rejected.***

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

Section II: Acknowledgement

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(Name of Company)

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

By: \_\_\_\_\_  
(Name and Title)

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

Section III: Partner Request Form

**PARTNER INFORMATION**

PARTNER NUMBER

(IF APPLICABLE)

PARTNER NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY

STATE

ZIP

TELEPHONE NO.

FAX NO

*Area Code*    *Number*

*Area Code*    *Number*

E-MAIL ADDRESS

PRIMARY CONTACT PERSON

**REMIT TO (IF DIFFERENT FROM ABOVE)**

PARTNER NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY

STATE

ZIP

TELEPHONE NO.

FAX NO

*(Area Code)*    *Number*

*(Area Code)*    *Number*

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

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

**PLEASE INDICATE WHERE APPLICABLE**

**DIVERSITY BUSINESS ENTERPRISE:**

YES  NO

**MINORITY BUSINESS ENTERPRISE:**

YES  NO

**FEMALE BUSINESS ENTERPRISE:**

YES  NO



Section V: No Proposal Form

RFP # 21373

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

To all prospective bidders/proposers:

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

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

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

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

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

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

Company Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

## Section VI: Certificate of Debarment

### Section VI: Certificate of Debarment Pg. 2



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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Name and Title of Authorized Representative

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

## Section VII: Conflict of Interest Form

### Statement of Potential Conflicts of Interest

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

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

\_\_\_\_\_ %

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

Name: \_\_\_\_\_

Job Duties: \_\_\_\_\_

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

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**CERTIFICATION**

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

**NOTARIZED STATEMENT**

\_\_\_\_\_ being duly sworn and deposes says

That he/she is the \_\_\_\_\_ of  
(title)

\_\_\_\_\_, and answers to all the  
(organization)

foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_  
(signature)

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## Section VIII: Proposer Qualifications Form

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

PROPOSER NAME: \_\_\_\_\_

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

CITY; STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

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

TELEPHONE: ( ) \_\_\_\_\_ TOLL FREE: ( ) \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

1. What type of organization? (i.e., corporation, partnership, etc.)
2. How many years has your organization been in business?
3. How many years has your organization been in business under its current name?
4. List any other aliases your organization has utilized in the last two years and the form of Business



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

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

Name of insuring company: \_\_\_\_\_

Policy number: \_\_\_\_\_

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

Owned vehicles \_\_\_\_\_

Non-Owned vehicles \_\_\_\_\_

Name of insuring company \_\_\_\_\_

Policy number \_\_\_\_\_

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

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

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

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

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

## Notarized Statement

\_\_\_\_\_ being duly sworn and deposes says

that he/she is the \_\_\_\_\_ of

(title)

\_\_\_\_\_, and answers to all the

(organization)

foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_

(signature)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**S A M P L E**

**STATE OF OHIO**

**DEPARTMENT OF INSURANCE**

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**CERTIFICATE OF COMPLIANCE**

As Superintendent of Insurance of the State of Ohio, I

do hereby certify that \_\_\_\_\_

a corporation located at \_\_\_\_\_

in the State of \_\_\_\_\_

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

authorized to transact in this state its appropriate

business of insurance as prescribed under Section 3941.02.

of Ohio, including Fidelity Insurance.

From \_\_\_\_\_ 20\_\_\_\_\_, until \_\_\_\_\_

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

Superintendent of Insurance of Ohio



Section XI: Non-Collusion Affidavit

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

NON-COLLUSION AFFIDAVIT

State of Ohio, Cuyahoga County

\_\_\_\_\_, being first duly sworn, deposes and says that

he/she is \_\_\_\_\_ of \_\_\_\_\_

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

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for Cuyahoga County, Ohio

My commission expires: \_\_\_\_\_

## Section XII: Diversity Business Enterprise Program and Participation Forms

### PROGRAM OVERVIEW

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

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

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

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

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

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

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

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

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

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

#### Definition of DBE: A Diversity Business Enterprise (DBE)

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

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

#### Definition of FBE: Female Business Enterprise (FBE)

“Female-owned small business concern” means a small business concern:

1. Which is at least fifty-one (51) percent owned by one or more women; or, in the case of any publicly owned business, at least fifty-one (51) percent of the stock of which is owned by one or more women and.
2. Whose management and daily business operations are controlled by one or more 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 joint partner 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 DBEs 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 presumed to be in compliance. Where the Diversity Officer finds that the contractor shall be presumed to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.
9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized

representative of the District upon request together with any other compliance information which such representative may require.

10. Proposers and contractors are bound by all requirements, terms and conditions of this Notice.

11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review.

1: DBE Form A

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Type of Business (Product or Service): \_\_\_\_\_

\_\_\_\_\_

Date of Proposed Contract Award: \_\_\_\_\_

Amount of Proposed Contract Award: \_\_\_\_\_

Diversity Business Enterprise Subcontractor(s):

\_\_\_\_\_

Dollar Amount Subcontract Award: \_\_\_\_\_

Percent of Subcontract Award: \_\_\_\_\_

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

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

Name of EEO Officer: \_\_\_\_\_

\_\_\_\_\_

(Signature of owner, partner, or authorized officer)

Name: \_\_\_\_\_ Dated: \_\_\_\_\_

(printed)

Title: \_\_\_\_\_

DO NOT COMPLETE BELOW THIS LINE

\_\_\_\_\_

\_\_\_ Compliant    \_\_\_ Compliance Pending \_\_\_ Non-Compliant

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

\_\_\_\_\_

(Signature, DBE Department)

\_\_\_\_\_

(date)

2: DBE Form B

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

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

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

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

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

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

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

Title: \_\_\_\_\_

Definition of DBE: A Diversity Business Enterprise (DBE)

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

3: DBE Form C

**SCHEDULE MBE/FBE PARTICIPATION**

Project Name: \_\_\_\_\_

Name of Non-DBE Contractor: \_\_\_\_\_

Identification Number: \_\_\_\_\_

Location: \_\_\_\_\_

Name of Minority Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Type of work to be performed and work hours involved:

\_\_\_\_\_

Projected commencement and completion dates for work:

\_\_\_\_\_

Agreed price in dollars or percentage:

\_\_\_\_\_

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

TO BE RETURNED WITH THE PROPOSAL

---

Signature of Non-DBE Prime Contractor

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

4: DBE Form D

**DBE LETTER OF INTENT**

To: \_\_\_\_\_

*Non-DBE Prime or General Proposer*

Project: \_\_\_\_\_

**NON-DBE PRIME OR GENERAL PROPOSER**

The Undersigned intends to perform work in connection with the above-referenced project as

(check one):

an individual       a corporation       a partnership       a joint venture

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**Items** \_\_\_\_\_

**Projected Commencement Date** \_\_\_\_\_

**Projected Completion Date** \_\_\_\_\_

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

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Name of DBE Firm (where applicable)**

\_\_\_\_\_  
Signature of DBE (where applicable)

\_\_\_\_\_  
Signature of MBE Firm

(TO BE RETURNED WITH RFP)

\_\_\_\_\_  
**Name of FBE Firm**

\_\_\_\_\_  
**Signature of FBE Firm**

5: DBE Form E

**DBE Unavailability Certification**

I, \_\_\_\_\_, \_\_\_\_\_  
*Name Title*

Of \_\_\_\_\_, certify that on \_\_\_\_\_  
*Date*

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

Board Project: \_\_\_\_\_

Minority Contractor: \_\_\_\_\_

Work Items Sought: \_\_\_\_\_

Form of Proposal Sought: \_\_\_\_\_

Female Contractor: \_\_\_\_\_

Work Items Sought: \_\_\_\_\_

Form of Proposal Sought: \_\_\_\_\_

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

---

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---

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*Signature, Non-DBE prime Proposer*

*Date*

\_\_\_\_\_ was offered an opportunity to proposal on the above-referenced work on  
\_\_\_\_\_ by \_\_\_\_\_

*Date*

*Non-DBE Prime Proposer*

---

*Signature, Non-DBE Prime Proposer*

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

---

*Signature, Non-DBE prime Proposer*

6: DBE Form F

**Non-Minority Prime Affidavit For DBE**

STATE OF }

COUNTY OF } SS.

**AFFIDAVIT**

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

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

STATE OF }

COUNTY OF } SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me appeared \_\_\_\_\_

\_\_\_\_\_, to me personally known, who being duly sworn,

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

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

(Seal)

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

7: DBE Form G

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

1. Name of Joint Venture: \_\_\_\_\_

2. Address of Joint Venture: \_\_\_\_\_

3. Phone Number of Joint Venture: \_\_\_\_\_

4. Identify the firms which comprise this joint venture. (The DBE partner must complete DBE Form A or have current DBE Certification)

---

---

a. Describe the roll of the DBE firm in the joint venture: \_\_\_\_\_

---

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

---

---

5. Nature of Joint Venture's Business: \_\_\_\_\_

---

6. Provide a copy of the Joint Venture Agreement.

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

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

a. Profit and loss sharing: \_\_\_\_\_

\_\_\_\_\_

b. Capital contributions, including equipment: \_\_\_\_\_

\_\_\_\_\_

c. Other applicable ownership interest: \_\_\_\_\_

\_\_\_\_\_

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

a. Financial decisions: \_\_\_\_\_

\_\_\_\_\_

b. Management decisions, such as:

i. Estimating: \_\_\_\_\_

ii. Marketing and Sales: \_\_\_\_\_

iii. Hiring and firing of management personnel: \_\_\_\_\_

\_\_\_\_\_

iv. Purchasing of major items or supplies: \_\_\_\_\_

\_\_\_\_\_

c. Supervision of field operations: \_\_\_\_\_

\_\_\_\_\_

Note: If after completing 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 partner is a subcontractor.

**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.

_____	_____
<i>Name of Firm (Prime)</i>	<i>Name of Firm (DBE)</i>
_____	_____
<i>Signature</i>	<i>Signature</i>
_____	_____
<i>Name and Title</i>	<i>Name and Title</i>
_____	_____
<i>Date</i>	<i>Date</i>

STATE OF \_\_\_\_\_ ] COUNTY OF \_\_\_\_\_ ] SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_ , before me appeared \_\_\_\_\_, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that they were properly authorized by \_\_\_\_\_ to execute the affidavit and did so as their free act and deed.

*(Seal)*

---

Notary Public

---

*Commission expires*

## Section XIII: EOA Contractual Declaration Forms

### CMSD Affirmative Action Program

#### **Partner 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 partners doing business with the District are following Equal Employment Opportunity Standards.

#### **A. SUBMISSION OF PARTNER EMPLOYMENT PRACTICE REPORT**

All partners 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 Partner Employment Practice Report with each Proposal. Approved status by the Partner Employment Practice Report includes the following documents which must be completed in their entirety and returned with the proposal.

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

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

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

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

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

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

2. **Compliance Declaration Form** (Form 2) - The Agreement indicating the partner 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 partner 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 partners who are recommended to receive District proposals and contracts. Partners found in compliance with the District’s Equal employment opportunity standards (Affirmative Action and DBE Program) will be placed on the approved partner’s list.
2. If a partner 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 partner pending compliance. The Purchasing Director or Manager of Diversity will inform the partner of reason(s) for non-compliance. Partners 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 partner which has been found not in compliance submits an acceptable affirmative action plan to the Diversity Officer within ten (10) business days of notification, the partner may be given conditional approval.

### **C. AFFIRMATIVE ACTION PLAN**

1. Partners 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 partner'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 partner 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 partner 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. Partner fails to submit completed and signed EEO documents with proposal or other requested information in a timely manner.
2. The partner 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 partner has an acceptable Affirmative Action Program but the Diversity Officer determines the partner 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 partner 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: Partner Contract Compliance Form

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Standard Metropolitan Statistical Area: \_\_\_\_\_

Recruitment Area: \_\_\_\_\_

Type of Business (product or service): \_\_\_\_\_

Name of EEO Officer: \_\_\_\_\_

Signature of Owner, Partner, or Authorized Officer: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

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

Do not complete below this line

---

Status of Partner:

\_\_\_ Compliance

\_\_\_ Conditional Compliance

\_\_\_ Non-Compliance

\_\_\_ Compliance Pending

Comments: \_\_\_\_\_

\_\_\_\_\_

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

Form 2: Compliance Declaration

**The following must be filled out completely:**

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

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

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

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

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

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

\_\_\_\_\_

(Name of Company)

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

(Signature of Company Official)

STATE OF ( )  
COUNTY OF ( ) SS.

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

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

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

\_\_\_\_\_, \_\_\_\_\_, this

day of \_\_\_\_\_, 20\_\_.

## **DESCRIPTION OF JOB CATEGORIES**

### **OFFICIALS, MANAGERS, AND SUPERVISORS**

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

### **PROFESSIONALS**

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

### **TECHNICIANS**

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

### **SALES WORKERS**

Occupations engaging wholly or primarily in direct selling. Includes: salesclerks and salespersons, insurance agents and brokers, real estate agents and brokers, stock bond salespersons, demonstrators, salespersons, salesclerks, 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), groundkeepers, long-shore workers, craftspeople and stevedores, lumber's and woodchippers, 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.

### Form 3: Employment Data Form

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

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

Additional information (optional):

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

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

FIRM OR CORPORATE NAME: \_\_\_\_\_

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

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

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

# Section XIV: Supplier Contract Sample

## **CMSD SUPPLIER CONTRACT (DO NOT COMPLETE)**

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

\_\_\_\_\_  
*Supplier Name*

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

("Supplier") and **THE CLEVELAND MUNICIPAL SCHOOL DISTRICT**, 1111 Superior Ave. E. Suite 1800, Cleveland, Ohio 44114 (the "District"), and is for the purpose described below.

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

*(State Purpose)*

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

The District's request for proposal, and the Supplier's bid or proposal, are incorporated herein as if fully re-written.

2. **TERM.** This Agreement shall commence on the date executed by the second of the Parties to sign this instrument and shall terminate on acceptance of all equipment, supplies, goods, services and deliverables described above and no later than \_\_\_\_\_ (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.

3. **COMPENSATION.** Subject to the terms and conditions of this Agreement, the District agrees to pay the Supplier an amount not to exceed:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_).

4. Payment for this contract shall be:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ).  
*spell out dollar amount* *numeric dollar amount*

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 detailed summary 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 provided. Failure to provide proof of the service actually being provided, upon the District's request, shall excuse the District from 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.**

	FD_				FN		SC		PG
<i>Fund</i>		<i>Cost Center</i>		<i>Function</i>		<i>Spend Category</i>		<i>Program</i>	
<i>Additional Worktags</i>					<i>Additional Worktags</i>				

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. The parties acknowledge that the District is a political subdivision, and as such, is prohibited by law from entering into an indemnification agreement. Nothing contained within this Agreement is intended nor shall be construed to provide indemnification by the District.
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 coverages.
8. **AMENDMENT/MODIFICATION.** 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] (INCLUDE BOTH REPORTS)

<https://ohioauditor.gov/auditsearch/Search.aspx> (Microsoft Edge & Google Chrome)

<https://sam.gov/SAM/pages/public/index.jsf> (Google Chrome) (If Unsupported, Click SAM icon).

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. **DISCRIMINATION.** 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. **LABOR DISPUTE.** 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. **PAYMENT OF MONEYS DUE DECEASED SUPPLIER.** 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 affect the interpretation of this Agreement.
  - f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.
  - g. The 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 PRIOR TO SIGNATURE**

Approved as to form:

\_\_\_\_\_

Law Department

Cleveland Municipal School District

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

\*\*\*\*\*

**NOTICE TO SUPPLIERS**

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

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

\*\*\*\*\*

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

**(SUPPLIER NAME)**

**CLEVELAND MUNICIPAL SCHOOL DISTRICT**

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

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

TITLE: *Supplier*  
\_\_\_\_\_

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

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

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

**CERTIFICATE OF FUNDS**

**(Section 5705.41, O.R.C)**

In the matter of: \_\_\_\_\_

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

CLEVELAND MUNICIPAL SCHOOL DISTRICT

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

CHIEF FINANCIAL OFFICER

Dated: \_\_\_\_\_



**RFP #21373**

## Part II: Specifications and Scope of Work

### **HIGH SPEED INTERNET**

FOR THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

## Section I: General Proposal Requirements

The Services. 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 (see 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 pricing sheet
- 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.
- 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 wording.
- 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
- 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 **amanda.joyce@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 month-to-month, with a transition period commencing on July 1, 2022. Note: All contracts are based on funding and approval of Board.

## Section IV: Evaluation Criteria

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

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

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

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

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 V: Proposal Requirements

The specifications for RFP# 21373 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-prepare a letter transmitting the proposal on business letterhead. The letter should identify the business name, phone number, and business web address along with the name, phone number and email address of the key contact person. The letter must have the signature of a person with authority to obligate the business. The transmittal letter shall also contain a statement that the proposal is a firm offer for a 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 (See Appendix D and E).
  - 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.
  - i. **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: Scope of Services. 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 VI: 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.

Department of Information Technology (DoIT) 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 High Speed Internet Services Provider expires June 30, 2023. All of CMSD's High Speed Internet Services qualify for federal funding under the Universal Service Program for Schools and Libraries (E-Rate).

DoIT support hours are Monday – Friday, 7:00am to 5:00pm (excluding District holidays and calamity “all facilities closed” Days). DoIT support hours are consistent with school open times and administration hours of operation. Tickets are generated via self-service catalog or phone calls.

### 1.1 Introduction:

The District is required to provide high speed internet access service for students, faculty and staff. The service is to provide Internet access to non-fiber CMSD sites (see Appendix B) to connect to CMSD's fiber network via VPN. Presently, these sites connect to the CMSD network via VPN (see Appendix C).

The Respondent shall supply, install, configure, test, start-up, service, and maintain a high speed Internet service at an all-inclusive, competitive price. It is imperative that flexibility, adaptability and scalability be given serious attention as fluctuations and/or ability to obtain E-Rate funds in continuing years is pursued.

The successful Respondent will work closely with DoIT staff to gain an understanding of the current and future direction of Internet, voice, video, and data networking at CMSD. The new service must be able to support the current technologies and applications and any future implementation and applications. The successful Respondent will also meet with the DoIT to gain an understanding of the current and future demands of CMSD.

Successful Respondent responsibilities will include but are not limited to:

- Gather requirements from DoIT
- Manage the installation
- Order, install, configure and test equipment
- Follow DoIT change management procedures
- Coordinate with DoIT for verification of changes
- Thoroughly document all implemented configurations
- Turn over all documentation to DoIT within thirty (30) days of project completion in electronic format
- Perform knowledge transfer to DoIT as allowed by E-Rate eligibility guidelines for training services

- (designs, configurations, standards, management, etc)
- Provide all billing to clearly show E-Rate eligible goods and services and clearly break out any non-eligible components

**Questions pertaining to this RFP** will be addressed at the **highly recommended** Pre-proposal conference. On January 26<sup>th</sup>, 2023 via Zoom (**ZOOMLINK**) Additional questions will be accepted per the schedule below after the Pre-proposal conference. All questions pertaining to this RFP should be emailed to: **amanda.joyce@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

<u>Event</u>	<u>Date</u>
Post RFP	January 23, 2023
Deadline for Written Questions	February 3, 2023
CMSD Issues Addendum	February 7, 2023
Responses due from Vendors	February 20, 2023

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, 2022). 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.

## 1.2 Minimum Requirements

If Respondent does not meet the minimum high-speed internet requirements the proposal will not be considered for evaluation.

- 35 Mbps upload
- 1000 Mbps download
- Average between 10 - 70 milliseconds latency
- 99.9%+ monthly uptime guarantee
- Static public IP address
- 24x7x365 online and/or telephone support
- Email notification of problems and outages
- Same day response
- Service repair/restoration

## 1.3 Installation

The Department of IT will provide the successful Respondent access to job sites during normal business hours (7 AM – 5 PM). The Respondent will supply: All equipment and services as specified in their proposal, including installation and support material to provide a completely operational system. Assembly and installation will be performed during normal business hours, unless otherwise approved.

## 1.4 Record Documents

Within two (2) weeks of completion of the installation, Respondent shall submit to DoIT: IP address, support contact information, escalation processes, etc.

## 1.5 Support

The support structure must encompass all required hardware, software and services

Provider must make support services available 24 hours/day, 7 days/week through e-mail and a toll free or local access phone line. This service will provide same-day response to questions. The provider must adhere to Section 1.2 **Minimum Requirements** that is outline in this proposal.

## Appendix A

### CMSD RFP RESPONSE STRUCTURE AND FORMAT

Your response to RFP# 21373 MUST 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 must 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

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**\*\*\*\* 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 pages 75 "Section V: Proposal Requirements"

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#### **SECTION II: PURCHASING DIVISION INFORMATION**

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

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#### **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 number of customer references that directly relate to the services outlined in this RFP. If your company does not have any direct related references, provide 3 number of closely related services customer references.

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

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

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#### SECTION IV: SCOPE OF WORK

- Please make sure to specifically address each of the minimum requirements listed on page 79 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

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#### SECTION III: E-RATE

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

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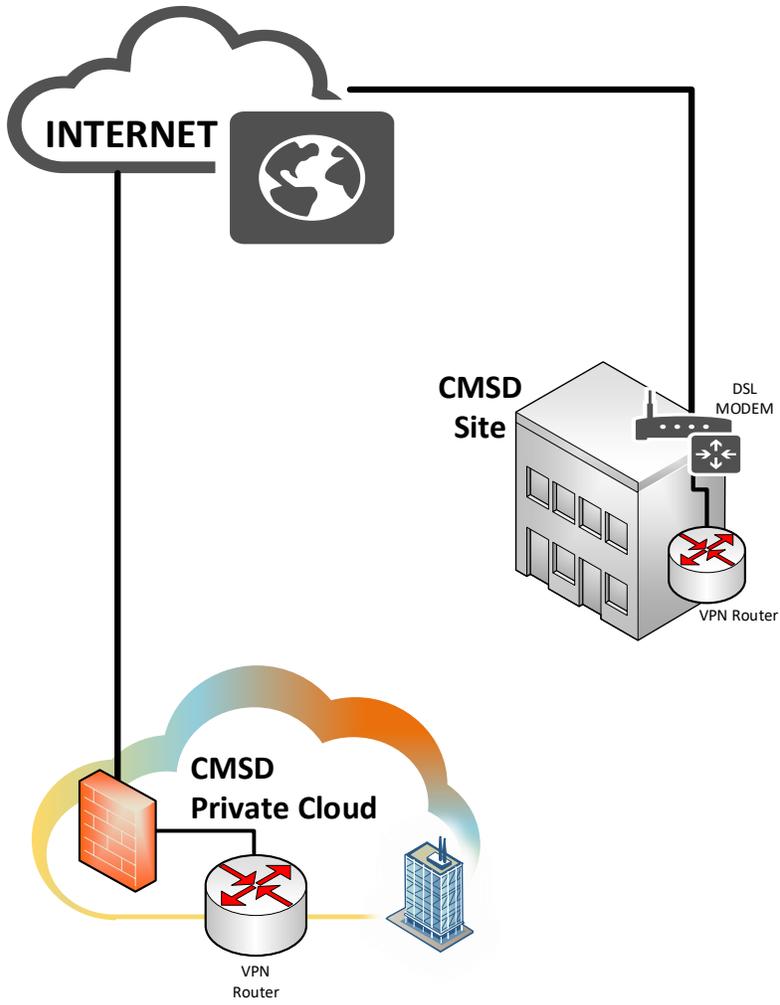
#### SECTION IV: COST OF SERVICE

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  
SITE LIST

	Site Name	Site Address
1	Cleveland Christian Home	11401 Lorain Avenue, Cleveland, OH 44111
2	East Professional Center	1349 East 79 <sup>th</sup> Street, Cleveland, OH 44103
3	Applewood Center (Jones Home)	3518 W. 25 <sup>th</sup> St., Cleveland OH 44109
4	H B Booker	W 67th St, Cleveland, OH 44102
5	Cranwood	13604 Christine Ave, Garfield Heights, OH 44105
6	Fullerton	5920 Fullerton Avenue, Cleveland, OH
7	Cleveland Metropolitan School District (Central Office)	1111 Superior Ave, Cleveland, OH 44114
8	Garrett Morgan	4016 Woodbine Ave, Cleveland, OH 44113
9	East Technical High School	2439 E 55th St, Cleveland, OH 44104
10	Case	4050 Superior Ave, Cleveland, OH 44103
11	John Marshall School of <ul style="list-style-type: none"> <li>• Engineering</li> <li>• Information Technology</li> <li>• Civic &amp; Business Leadership</li> </ul>	3952 W 140th St, Cleveland, OH 44111
12	Rhodes <ul style="list-style-type: none"> <li>• School of Environmental Studies</li> <li>• College &amp; Career Academy</li> </ul>	5100 Biddulph Ave, Cleveland, OH 44144
13	Ginn Academy	655 East 162 <sup>nd</sup> St, Cleveland, OH 44110
14	Glenville	650 E 113th St, Cleveland, OH 44108
15	John Adams College & Career Academy	3817 Martin Luther King Jr Dr, Cleveland OH, 44105
16	Natividad Pagan International Newcomers Academy-High School	3145 West 46th Street, Cleveland OH, 44102
17	Cleveland High School for Digital Arts / Davis Aerospace & Maritime High School	1440 Lakeside Ave, Cleveland OH, 44114
18	Cleveland <ul style="list-style-type: none"> <li>• Early College High School</li> <li>• School of Architecture &amp; Design</li> <li>• Science &amp; Medicine</li> </ul>	2075 Stokes Blvd., Cleveland OH, 44106
19	Bard High School Early College Cleveland	13501 Terminal Ave, Cleveland OH, 44135
20	Collinwood High School	15210 St. Clair Avenue, Cleveland OH, 44110

Appendix C  
SITE CONNECTIVITY



Appendix D:  
REFERENCE FORM

List three customer references that pertain to this current RFP. Public sector experience is preferred, but not 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 E**  
**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: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

**Reference #2:**

Industry: \_\_\_\_\_

Firm/District Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Dates of Services Provided: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

**Reference #3:**

Industry: \_\_\_\_\_

Firm/District Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Dates of Services Provided: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

Authorized Representative's Signature \_\_\_\_\_

Company Name: \_\_\_\_\_

Appendix F  
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.

Service	Monthly Charge	Annual Cost
Installation		
Line Service		
Totals		

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.

**Partners must complete the signatory requirement below:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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