



REQUEST FOR PROPOSAL

#21274

For

Online Professional Development Management Solution

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

UNDER THE DIRECTION OF PROFESSIONAL DEVELOPMENT 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 #21274

Separate Sealed proposals for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on May 23, 2019**. This RFP will not be publicly opened.

Online Professional Development Management Solution

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

There will be a Pre-Proposal Conference for this Request for Proposal on **May 3, 2019 at 1:00 PM**. The Pre-Proposal Conference will be at the **Cleveland Metropolitan School District, East Professional Center, 1349 East 79th Street Cleveland, Ohio 44103**. Attendance at the Pre-Proposal Conference is encouraged but not mandatory.

All questions and correspondence related to this RFP must be submitted in writing **ONLY** by **12:00 pm on May 9, 2019** at the email address given above. All answers to corresponding questions and concerns will be sent directly to those submitting the question. A comprehensive question and answer list will also be posted at clevelandmetroschools.org/purchasing. Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than May 17, 2019.

No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.

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

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

The new Uniform Grant Guidance, 2 CFR200 (UGG) will go 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 will implement the new federal guidelines regarding procurement utilized with federal grants immediately.

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

M. Angela Foraker
Executive Director, Procure to Pay
April 22, 2019

Section I: Instructions to Proposers

Online Professional Development Management Solution

1. All proposals shall be made upon the proposal Form (s) furnished. All information requested in the RFP must be filled in legibly and complete with blue ink signatures, or the Proposal may be considered non-responsive. No oral, telephonic, or telegraphic proposals or modifications will be considered. **Proposals shall be submitted in an opaque envelope, and the RFP name and number must be on the outside envelope of submittals including shipping labels.**
2. Proposals are due at the Cashier's Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Cleveland, Ohio 44114, before **1:00 pm. current local time on May 23, 2019.** Proposals will not be opened publicly.
3. All submissions must include **one (1) original, with blue ink signatures, three (3) paper copies of the proposal, and one (1) electronic copy of the proposal on a flash drive.** Vendors who do not comply with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Proposal will be disqualified. This applies to copies only.

Proposals that are submitted must include:

- a. Completed Proposal Form(s) including evidence of State certification to perform the work required.
- b. Signed Acknowledgement for Instructions to Proposers
- c. Signed and notarized Proposer's Qualification Form.
- d. Completed Addendum Acknowledgement Form acknowledging all addenda issued (if applicable). **Please note: *Failing to acknowledge a published Addendum may cause your response to be rejected.***
- 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:** Vendor's workmen, foremen, other personnel, and subcontractors who will be working on District property will be required to meet Cleveland Metropolitan School District security requirements. Vendor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off the project and without prejudice or recourse to CMSD.
 - Vendor agrees to successfully complete background checks on all of its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such person has been convicted of, or pleaded guilty to, any criminal offense enumerated in O.R.C. 3319.39(B) or equivalent provisions under the laws of another state or the Federal Government.
14. **INSURANCE:** The successful company, their subcontractors and suppliers of labor and/or materials for this project on behalf of the Cleveland Metropolitan School District, including organizations having personnel, equipment, and vehicles on District property, shall provide evidence of insurance as follows:

- a. **Commercial General Liability:** **\$1,000,000.00 Limit of Liability**
Including limited contractual liability (Per occurrence)
- b. **Umbrella/Excess Liability –** **\$1,000,000.00/\$2,000,000.00**
With respect to the Commercial (per occurrence/in the aggregate)
General Liability:
- c. **Automobile Liability:** **\$1,000,000.00 Limit of Liability**
Including non-owned and hired (per occurrence)
- d. **Workers Compensation:** **Workers compensation and**
employer’s insurance to the full extent
as required by applicable Law

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

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

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

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

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

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

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

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

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

Section II: Proposal Requirements & Response Components & Structure

The specifications for RFP #21274 are described below. Vendors are required to provide the information below as well as complete the Required Purchasing Division documents located in Appendix A.

To ensure that all Proposals are evaluated in an equivalent fashion, Bidders must submit a Proposal that corresponds to the sequence and format outlined below. The Bidder should ensure that its Proposal clearly explains all issues and questions addressed in this Section. In responding, it is at the discretion of the Bidder to expand upon topics.

Any proposal not providing the required information, or not conforming to the format specified in this RFP, may be disqualified on that basis. Incomplete proposals or proposals submitted after the submission deadline may not be considered.

EACH PROPOSAL SHALL CONTAIN THE FOLLOWING SECTIONS:

- A. Transmittal Cover Letter
- B. Company Information / Executive Summary
- C. Experiences and References
- D. Business Stability
- E. Organization and Staff Capacity
- F. Security
- G. Service Delivery Plan
- H. Quality Assurance Plan
- I. Proof of Insurability
- J. List of Exceptions
- K. Bid Pricing
- L. All District Related Forms
 - a. Taxpayer ID
 - b. No Proposal Form (if applicable)
 - c. Certificate of Debarment
 - d. Conflict of Interest
 - e. Proposer Qualification Form
 - f. Non-Collusion Affidavit
 - g. DBE Forms- A, B, C, D, E, F & G
 - h. EOA Contractual Declaration Forms 1 & 2
 - i. Employment Data Form
 - j. Addendum Acknowledgement
 - k. References

Section A: 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.

Section B: Company Information / Executive Summary

Provide information about your company. Include contact information and any other relevant information about the firm's history, structure, organizational metrics, and qualifications for fulfilling CMSD's requirements

Section C: Experiences and References

To demonstrate the company's experience with similar schools or larger schools, and experiences in the education sector, include:

- A. Summary Description of company and relevant experiences, as well as that of any strategic partners, if applicable.
- B. A list of reference clients served within the past five years (preferably schools); please include contact information (name, address, email, phone number).

Section D: Business Stability

To provide documentation of sufficient financial soundness and capacity to provide the services and carry out the contractor's requirements and obligations under this RFP and the subsequent contract, please provide:

- A. A company financial report for the most recent fiscal year, or explanation of unavailability and equivalent alternative financial documentation.
- B. Documentation of company legal operating status. Provide copies of all relevant certificates or disclosures.

Section E: Organization and Staff Capacity

To demonstrate how personnel will manage, supervise and perform the services and communicate with CMSD effectively to maintain a high standard of services, please include:

- A. Description of experience and qualifications of key personnel providing the services with clear explanation of personnel roles and responsibilities. Include personnel responsible for work order completion, hiring/training, employee management, quality assurance, issue resolution/customer service, billing, compliance and documentation. For all personnel, describe planned level of effort, anticipated duration of involvement and on-site availability, and tenure with the contractor.
- B. Description of management and reporting relationships. Provide detailed organizational chart.

Section 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.

Section G: Service Delivery Plan

To demonstrate how the bidder will effectively perform the services specified in this RFP, while demonstrating understanding of CMSD's mission, values, and activities, please include:

- A. Description of how the bidder will provide all aspects of each service as specified; include detailed plan explaining how bidder will perform and document specific routine services with reference to the service requirements specified in this RFP.
- B. Bidder's staffing model (i.e., #of FTEs, shifts, etc.), staff allocation and scheduling of services provision; explain how staffing and scheduling will align with CMSD's schedule.
- C. If applicable, description of any additional services that will be provided at cost, by the contractor above and beyond the minimum basic services specified in this RFP.

Section H: Quality Assurance Plan

To demonstrate how the bidder will ensure quality of service, please include:

- A. Description of how the bidder will monitor, measure and ensure service quality, safety and reliability; include detail on bidder's methods/program quality assurance (e.g. work standards, inspections, resolution of unaccepted table work, staff timesheets, safety issues log, other relevant systems).
- B. Bidder's methods to document and ensure timeliness and responsiveness in addressing urgent, non-urgent, safety-related and/or non-safety related items as specified in this RFP and is identified at any time by CMSD.
- C. Bidder's methods to ensure and document required safety practices (e.g. Safety Plan).
- D. Descriptions of how the bidder will keep CMSD leadership and relevant staff informed of service quality, and maintain high customer service standards.

Section I: Proof of Insurability

To demonstrate contractor's ability of insurance obligations, please provide proof of insurance in the amounts outlined in the Insurance Requirements.

Section J: List of Exceptions

If applicable, submit a detailed list setting forth any requested exceptions, including explanations, to the RFP (i.e., of specific services that will not be provided by the bidder, and justifying reasons).

Section K: Bid Pricing

Provide firm bid pricing information with a breakdown of specific costs for services outlined in this RFP.

Section L: All District Related Forms

There are a number of **REQUIRED FORMS** identified in the RFP that must be completed by the service provider. These forms must be completed, signed as described in the text and included in the service provider response. These forms include:

- Taxpayer ID
- No Proposal Form (if applicable)
- Certificate of Debarment
- Conflict of Interest
- Proposer Qualification Form
- Non-Collusion Affidavit
- DBE Forms- A, B, C, D, E, F & G
- EOA Contractual Declaration Forms 1 &2
- Employment Data Form
- Addendum Acknowledgement
- References

Part II: DISTRICT RELATED FORMS

Required Purchasing Division Documents and Instructions

Section I: Addendum Acknowledgement Form for RFP #21274

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

Addendum Number

Date of Receipt

Proposer: _____

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

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

Signature: _____ Date: _____

Section II: Acknowledgement

(Name of Company)

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

By: _____
(Name and Title)

Date: _____

Section III: Vendor Request Form

VENDOR INFORMATION

VENDOR NUMBER
(IF APPLICABLE) _____

VENDOR NAME _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

CITY _____

STATE _____

ZIP _____

TELEPHONE NO. _____

FAX NO _____

Area Code *Number*

Area Code *Number*

E-MAIL ADDRESS _____

PRIMARY CONTACT PERSON _____

REMIT TO (IF DIFFERENT FROM ABOVE)

VENDOR NAME _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

CITY _____

STATE _____

ZIP _____

TELEPHONE NO. _____

FAX NO _____

(Area Code) *Number*

(Area Code) *Number*

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

-

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

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS ENTERPRISE:

YES

NO

MINORITY BUSINESS ENTERPRISE:

YES

NO

FEMALE BUSINESS ENTERPRISE:

YES

NO

Section IV: Taxpayer ID Form

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
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<p>Print or type. See Specific instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requestor's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)																																																			
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																				OR										Employer identification number																			
Social security number																																																			
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Employer identification number																																																			

Part II Certification	
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>	

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

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

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

Purpose of Form

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

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

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

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

Section V: No Proposal Form

RFP #21274

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

To all prospective bidders/proposers:

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

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

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

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

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

Name of Company: _____

Company Representative: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

Date: _____

Section VI: Certificate of Debarment



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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

Section VI: Certificate of Debarment Pg. 2

- 2 -

INSTRUCTIONS FOR CERTIFICATION

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

Section VII: Conflict of Interest Form

Statement of Potential Conflicts of Interest

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

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

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

Yes _____ No _____

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

Name: _____

Position: _____

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

_____ %

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

Yes _____ No _____

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

Name: _____

Job Duties: _____

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

CERTIFICATION

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

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

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

(signature)

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

Notary Public: _____

My commission expires: _____

Section VIII: Proposer Qualifications Form

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

PROPOSER NAME: _____

ADDRESS: _____

CITY; STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

1. What type of organization? (i.e. corporation, partnership, etc.)
2. How many years has your organization been in business?
3. How many years has your organization been in business under its current name?
4. List any other aliases your organization has utilized in the last two years and the form of Business
5. If you are currently a corporation, list the following:
 - a. State of incorporation
 - b. Date of incorporation
 - c. President's name
 - d. Secretary's name
 - e. Treasurer's name
 - f. Statutory agent's name
 - g. Name of shareholders, if less than 10

- h. Principal place of doing business
6. If you are currently in a partnership, list the following:
 - a. Name and address of all general and limited partners.

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

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

Name of insuring company: _____

Policy number: _____

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

Owned vehicles _____

Non-Owned vehicles _____

Name of insuring company _____

Policy number _____

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

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

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

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

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

Notarized Statement

_____ being duly sworn and deposes says

that he/she is the _____ of
(title)

_____, and answers to all the
(organization)

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

(signature)

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

Notary Public: _____

My commission expires: _____

Section IX: State of Ohio Insurance

Sample: State Of Ohio Insurance

S A M P L E

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

As Superintendent of Insurance of the State of Ohio, I

do hereby certify that _____

a corporation located at _____

in the State of _____

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

authorized to transact in this state its appropriate

business of insurance as prescribed under Section 3941.02.

of Ohio, including Fidelity Insurance.


From _____ 20____, until _____

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

Superintendent of Insurance of Ohio

Section X: Sample Certificate of Liability Insurance

Sample: Acord Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____												
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC																		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____												
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ _____	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th style="width: 5%;">WC STATU-TORY LIMITS</th> <th style="width: 5%;">OTH-ER</th> <th style="width: 10%;">LIMITS</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>E.L. EACH ACCIDENT \$ _____</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>E.L. DISEASE - EA EMPLOYEE \$ _____</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>E.L. DISEASE - POLICY LIMIT \$ _____</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	LIMITS	<input type="checkbox"/>	<input type="checkbox"/>	E.L. EACH ACCIDENT \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	E.L. DISEASE - EA EMPLOYEE \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	E.L. DISEASE - POLICY LIMIT \$ _____
WC STATU-TORY LIMITS	OTH-ER	LIMITS																	
<input type="checkbox"/>	<input type="checkbox"/>	E.L. EACH ACCIDENT \$ _____																	
<input type="checkbox"/>	<input type="checkbox"/>	E.L. DISEASE - EA EMPLOYEE \$ _____																	
<input type="checkbox"/>	<input type="checkbox"/>	E.L. DISEASE - POLICY LIMIT \$ _____																	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																			

CERTIFICATE HOLDER

CANCELLATION

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

Section XI: Non-Collusion Affidavit

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

NON-COLLUSION AFFIDAVIT
State of Ohio, Cuyahoga County

_____, being first duly sworn, deposes and says that

he/she is _____ of _____

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

Affiant

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

Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____

Section XII: Diversity Business Enterprise 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 vendor will be counted toward the applicable goal. (PLEASE RETURN DBE FORM E)
 - c. Only expenditures to DBE that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.
 - d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
2. A proposer who fails or refuses to complete and return this Notice may be deemed a non-responsive proposer.

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

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

1: DBE Form A

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Type of Business (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

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

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

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ Dated: _____

(printed)

Title: _____

DO NOT COMPLETE BELOW THIS LINE

___ Compliant ___ Compliance Pending ___ Non-Compliant

Compliance Date: _____

(signature, DBE Department)

(date)

2: DBE Form B

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

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

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

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

Proposer: _____

Date: _____

By: _____

Title: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

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

3: DBE Form C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

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

TO BE RETURNED WITH THE PROPOSAL

Signature of Non-DBE Prime Contractor

Date: _____

4: DBE Form D

DBE LETTER OF INTENT

To: _____
Non-DBE Prime or General Proposer

Project: _____

NON-DBE PRIME OR GENERAL PROPOSER

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

an individual a corporation a partnership a joint venture

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

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

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

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

Items _____

Projected Commencement Date _____

Projected Completion Date _____

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

Date

Name of DBE Firm (where applicable)

Signature of DBE (where applicable)

Signature of MBE Firm

(TO BE RETURNED WITH RFP)

Name of FBE Firm

Signature of FBE Firm

5: DBE Form E

DBE Unavailability Certification

I, _____,
Name Title

Of _____, certify that on _____
Date

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

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

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

Signature, Non-DBE prime Proposer Date

_____ was offered an opportunity to proposal on the above-referenced work on

_____ by _____
Date Non-DBE Prime Proposer

Signature, Non-DBE Prime Proposer

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

Signature, Non-DBE prime Proposer

6: DBE Form F

Non-Minority Prime Affidavit For DBE

STATE OF }
COUNTY OF } SS.

AFFIDAVIT

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

Name of Firm: _____

Signature: _____

Name and Title: _____

Date: _____

STATE OF }
COUNTY OF } SS.

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

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

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

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

(Seal)

Notary Public _____

Commission expires _____

7: DBE Form G

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

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

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

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

5. Nature of Joint Venture's Business: _____

6. Provide a copy of the Joint Venture Agreement.
7. What is the percentage of DBE Ownership? DBE _____% FBE _____%
8. Ownership of Joint Venture: (This need not be completed if described in the Joint Venture agreement provided in response to question 6).
 - a. Profit and loss sharing: _____

 - b. Capital contributions, including equipment: _____

 - c. Other applicable ownership interest: _____

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

a. Financial decisions: _____

b. Management decisions, such as:

i. Estimating: _____

ii. Marketing and Sales: _____

iii. Hiring and firing of management personnel: _____

iv. Purchasing of major items or supplies: _____

c. Supervision of field operations: _____

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

8: DBE Form H

Non-Minority Prime Affidavit (Joint Venture)

STATE OF OHIO

CUYAHOGA COUNTY

AFFIDAVIT

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

_____	_____
<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

Vendor Contract Compliance, Procedures and Guidelines

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

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

A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT

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

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

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

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

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

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

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

2. **Compliance Declaration Form (Form 2)** - The Agreement indicating the vendor is in compliance with Equal Employment Opportunity requirements, will take affirmative action, and will comply with all Fair Labor Standard practices.

3. **Current Employment Data Form (Form 3)** – Current personnel data indicating employees in each job category classified by gender and race.

4. **Existing Affirmative Action Program** – If any and copies of any agreement between the vendor and the Equal Employment Opportunity Commission, Office of Federal Contract Compliance Program or court order pertaining to equal employment opportunity.

B. EVALUATION OF COMPLIANCE DATA

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

C. AFFIRMATIVE ACTION PLAN

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

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

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

Form 1: Vendor Contract Compliance Form

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Standard Metropolitan Statistical Area: _____

Recruitment Area: _____

Type of Business (product or service): _____

Name of EEO Officer: _____

Signature of Owner, Partner, or Authorized Officer: _____

Name (type or print): _____

Date: _____ Title: _____

Do not complete below this line

Status of Vendor:

Compliance

Conditional Compliance

Non-Compliance

Compliance Pending

Comments: _____

Date: _____ Signature: _____

Form 2: Compliance Declaration

The following must be filled out completely:

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

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

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

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

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

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

(Name of Company)

_____ Date: _____

(Signature of Company Official)

STATE OF ()
COUNTY OF ()SS.

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

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

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

_____, _____, this

day of _____, 20__.

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

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

PROFESSIONALS

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

TECHNICIANS

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

SALES WORKERS

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

OFFICE AND CLERICAL

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

CRAFTWORKERS (SKILLED)

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

OPERATIVE (SEMI-SKILLED)

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

LABORERS (UNSKILLED)

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

performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

SERVICE WORKERS

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

APPRENTICES

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

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 red all of the foregoing statements and representations which are true and correct to the best of their knowledge and belief.

FIRM OR CORPORATE NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

Section XIV: Supplier Contract Sample



SAMPLE ONLY

CMSD SUPPLIER CONTRACT

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 _____ (Date);
than _____
provided, however, that the District may terminate this Agreement without obligation and without cause by giving fourteen (14) days written notice to the 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 (\$ _____).
spell out dollar amount *numeric dollar amount*

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 actually provided. Failure to provide proof of the service actually being provided, upon the District's request, shall excuse the District of paying for the invoiced services.

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

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

5. **FUNDING SOURCE.**

	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 coverage’s.
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 effect the interpretation of this Agreement.
 - f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.
 - g. The Supplier and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.

- h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.
- i. This Agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.

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

CONTRACT MUST BE APPROVED BY CMSD LEGAL DEPARTMENT 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: _____

Section XV: References

Include below three references of equal or larger size to this current RFP project. Public sector experience is preferred, but not required. Please attach relevant supporting documentation, such as project plans, scope of work.

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: _____



PART 2

For the
Cleveland Metropolitan School District

FORMS AND SPECIFICATIONS

RFP #21274

ONLINE PROFESSIONAL DEVELOPMENT MANAGEMENT SOLUTION

Overview

The Cleveland Metropolitan School District (CMSD) utilizes a combination of manual and automated processes to manage professional development activities. Currently this is accomplished using the following applications:

- Filemaker Pro – This database system houses professional development attendance records. Spreadsheets are used to capture proposals for professional development sessions as well as to report attendance. These spreadsheets are downloaded and imported into Filemaker which in turn produces individual professional development transcripts and other reports.
- Blackboard Calendar – Our district website uses the Blackboard calendar application. Departments can create professional development events and have participants register online through the departmental calendar. Some facilitators opt to use other online forms to capture registrations if they do not have administrative access to edit their department's calendar.
- Smartsheet – We created a form using this application to capture requests for transcripts. Transcripts are emailed to educators upon request.

Some of the shortcomings of this configuration include inefficiencies of manual processes, the lack of a centralized registration system, the inability to show alignment of courses to district priorities, and the inability to produce a searchable catalog of professional development opportunities.

The new successful solution will deliver all desired functions in a single integrated system that automates the workflow. Authorized users will be able to propose professional development sessions and those sessions will be displayed in an online catalog upon approval. District employees will be able to search the catalog for appropriate professional development and register for the courses through this online solution. Authorized users will easily be able to record attendance in the online environment. Professional development participants will have real time access to information regarding their professional development sessions, attendance, and transcripts. Additionally, this solution will assist with reporting compensation information for paid professional development sessions, including exports of non-school based professional development and status indicators towards payments having been processed.

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

Vendor Response Instructions

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

General

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

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

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

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

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

Software Escrow Agreement

This project requires a commitment of a software escrow account. See Appendix A for Software Escrow Agreement. If the vendor has an alternative software escrow agreement, the vendor may submit their software escrow agreement for review. CMSD will review any alternative agreements, but is not bound by the vendor agreement. CMSD has the right to negotiate and review any vendor proposed agreement during the contract period.

Executive Summary

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

Requirements Response Matrix

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

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

Vendor's Scope of Work Matrix

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

Vendor Business Profile

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

Key Questions and Information Requests

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

Proposed Approach, Plan and Schedule

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

Assumptions and Constraints

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

Subcontractor Performance and Disclosure

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

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

Pricing Matrix

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

Vendor Selection Process

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

- Review & scoring of the proposal
- Review & scoring of the cost proposal
- Reference checks
- Vendor Demonstrations

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

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

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

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

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

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

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

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

May 9, 2019	Deadline for submission of questions
May 23, 2019	Vendor RFP responses due
May 31, 2019	Up to three finalist vendors selected
Week of June 10-14, 2019	Vendor Presentations / Demos
June 19, 2019	Vendor selected for negotiation

Vendor's Scope of Work

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

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

Scope of CMSD Responsibilities

CMSD is planning to perform the following tasks:

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

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

Completion Criteria

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

Successful execution means that the results specified in the script are achieved, or are at least acceptable to CMSD. The script events will also demonstrate the system's ability to meet the range of response times mutually agreed upon by the vendor and CMSD. This test will involve the simultaneous use of the system by a number of users, estimated at 7,000.

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

Definitions and Acronyms

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

- **District Level** - Professional learning sessions coordinated by district administration and open to educators throughout the district
- **Educator License ID** – Also known as the State ID. It is the unique identifier that the Ohio Department of Education applies to educators.
- **Employee ID** – This is the 6-digit number used by CMSD and is the main ID number in Workday.
- **IPDP**- Individual Professional Development Plan is a document prepared by individual educators as a record of three personal professional development goals and as a document of their achievement.
- **IPDP approval date** – The date upon which the Local Professional Development Committee approves the Individual Professional Development Plan of the educator.
- **Individual CEU eligible events** – events that are not a part of the course catalog, but can be used for earning CEUs. (e.g. completing and action research project or attending a conference)
- **Network** - Grouping of schools with an organizational theme and supervised by a Network Leader/Superintendent.
- **Notification** – Message to an individual, triggered by an action.
- **ODE** – Ohio Department of Education.
- **OPD** – Office of Professional Development
- **Provider/Facilitator** – The individual who is proposing a professional development session
- **Participant Rate**- the hourly rate of pay for professional development attendees
- **Presenter Rate**- the hourly rate of pay for facilitators of professional development
- **School/site based** – professional development sessions that are organized by an individual school and only attended by that personnel assigned to that school
- **Session** – refers to one class
- **Series** – refers to as series of classes on one topic
- **SOC-1 & SOC-2** - A series of accounting standards that measure the control of

financial information for a service organization, and often apply to the online SaaS environment.

- **Workday** – CMSD's ERP system.

Objective

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

Our Professional Development software solution will support our instructional staff with registering for, attending, and tracking their professional development. The system will:

1. Provide a one-stop site for all professional development for teachers, principals, and other district employees
2. Be intuitive and easy to use, with reduced key strokes and more efficient processing.
3. Provide real time data for use by educators related to their professional development registrations and transcripts.
4. Provide multiple levels of reporting for analysis of our professional development programs
5. Be well supported by both the software vendor and CMSD IT.

All users will be trained and ready to use the fully-built solution by the beginning of the 2019-2020 school year.

Proposed Business Functions

A narrative description of each proposed function in the Online Professional Development Management System Solution's process is provided below.

Function 1: Setup and maintain portals

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

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

Function 2: Professional development scheduling and enrollment

This function will enable district administrators to propose professional learning sessions and courses for the entire district. These sessions and courses may be based upon a program (e.g, new teacher induction) subject, grade level, school-based or district level academic priorities. Course or sessions may earn continuing education units (CEUs). Courses may meet for a single session or multiple times over the school year. This function will also allow the system administrators to assign the role of provider to multiple users.

Function 3: Online catalog

This function will enable users to view all district professional development offerings. Users will

be able to search for classes by subject, grade level, and job function. Sessions can also be restricted so that only eligible viewers can view. For example, for school based professional development, only employees assigned to that school would be able to view.

Function 4: Individual PD tracking and reporting

This function will allow employees to submit individual CEU eligible events/activities for approval. The individual activities along with sessions and courses tracked by the solution will be reflected on the individual's PD transcript. Employees will have 24-hour access for viewing their up to date transcript. For transcript accuracy it is important that we be able to import data from the current system and from the mandatory annual compliance vendor. This function will also create reports based upon funding source, program, grade level, content area, presenter, job code/ function, etc.

Function 5: Compensation Processes

This function will support pay processes for the identified sessions requiring compensation for participants. This includes:

1. Direct collaboration with the Online Professional Development Management System and Administration to ensure efficiency of additional compensation.
2. Identify which sessions are eligible for additional compensation in accordance with the respective Collective Bargaining Agreement, including identifying the facilitators/providers of each session.
3. Extract excel sheets and run reports regarding attendance to ensure proper payment of attendance
4. Identify status of compensation payment and/or payment date for verification for user and Administration. This also includes record keeping payment within the Online Professional Development Management System and Workday.

Function 6: Professional development event management

This function deals with the ability of system administrators to manage events in the professional development catalog. Providers should be able to monitor registrations for events and communicate to registrants through the platform. Evaluations will be sent to participants at the conclusion of a course or session.

Function 7: Registration and attendance

This function deals with the ability of district employees to register for district professional development opportunities via the online solution. Employees will be able to view all upcoming professional development for which they have registered when they log in. If a session is full, the registrant will be added to a wait list and automatically registered should a space become available. The solution should provide a simple mechanism for recording attendance (even for large professional development events).

Function 8: Approval and routing process

This function deals with the ability for administrators to approve professional development sessions before they are added to the district catalog.

Prioritized Requirements

Prioritized Requirements by Function

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

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

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

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

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

Function	Requirement	Priority	Vendor Response
Function 1: Set up and maintain portals	Requirement 1.1: CMSD retains ownership of all CMSD data including but not limited to data entered by CMSD, imported from CMSD and/or its partners and/or derived using CMSD data.	H	
	Requirement 1.2: CMSD reserves the right to request any and/or all of its data at any time.	H	
	Requirement 1.3: The ability for the System Administrator to set up users, if Active Directory is not possible. (District prefers Active Directory)	S	
	Requirement 1.4: The ability to create and maintain users automatically based upon given criteria and data from the Workday ERP system, if Active Directory is not possible. (District prefers Active Directory,)	S	
	Requirement 1.5: The ability for the Professional Development solution and Workday to connect HR information with user, including: <ul style="list-style-type: none"> • Job Code • Location • Contract type • Start date • Employee Number • License issue date • IPDP Approval date 	S	
	Requirement 1.6: The ability to add new schools in system	S	
	Requirement 1.7: The ability to archive closed schools in system	S	
	Requirement 1.8: The ability to keep employee's data even after the employee has left the district. (e.g., Retired/resigned)	S	
	Requirement 1.9: The ability to validate teachers to schools	S	

	Requirement 1.10: The ability to identify a team or teams at each school	M	
	Requirement 1.11: The District seeks a hosted solution/ SaaS.	H	
	Requirement 1.12: Maintain integrity of historical data	S	
	Requirement 1.13: The ability for the System Administrator to personalize an announcement in the solution	H	

Function	Requirement	Priority	Vendor Response
Function 2: Professional Development Scheduling and Enrollment	Requirement 2.1: Ability to maintain courses and professional learning sessions and data for the entire district.	S	
	Requirement 2.2: Providers will record the following when proposing a course: <ul style="list-style-type: none"> a. Course/Session Name b. Instructor Name/Position c. Location d. Date and Time e. Contact Hours f. Type of Course (e.g., online) g. Type of Credit h. Course description i. Funding source j. Program (e.g. new teacher induction) k. Target audience (teachers, counselors, etc.) l. Grade level m. Subject n. Academic priorities o. Maximum number of participants p. District level or school/site based session 	S	
	Requirement 2.3: The system administrators can assign the role of PD provider to multiple users.	S	
	Requirement 2.4: Providers should be able to propose professional learning activities as a single session or a class that meets multiple times.	S	

	Requirement 2.5: Allow provider to apply the correct function, grant, gift or title fund for fund reporting for paid sessions on the course proposal page for later submission to Compensation department	H	
Function 3: Online Catalog:	Requirement 3.1 Offer an online catalog of coursework for employee registration with self-service enrollment for end user	S	
	Requirement 3.2: Online printable Calendar of all PD events	H	
	Requirement 3.3: Ability to filter catalog by program, grade, job function/position, academic priority	S	
	Requirement 3.4: Ability to group courses/values by program, school, topic, grade, job function/position	S	
	Requirement 3.5: Allow for single sign on the same as the District currently uses for Office 365 and Workday	M	
	Requirement 3.6: Allow District administrators to add, edit, and delete catalog events. Should have a copy feature with editing capability to recreate and update recurring events	H	
	Requirement 3.7: Allow District administrators the ability to set duration to take action (e.g. submitting attendance, completing session evaluation)	H	

Function 4: Individual PD tracking	Requirement 4.1: Allow employees to submit individual CEU eligible events/activities for approval. Upon approval, the predetermined amount of CEUs will be added to transcript (e.g. action research, external professional development, consistently high performing, etc.)	S	
	Requirement 4.2: Users can upload certificates of completion/attendance as part of tracking out-of- district activities.	S	
	Requirement 4.3: Import transcript data from current system and store multiple years of employee's data.	S	
	Requirement 4.5: Allow employee or administrator to select the appropriate district goal(s) to be met when requesting the event.	S	
	Requirement 4.6: Allow employee to view all years of his/her data stored in the database	H	
	Requirement 4.7: Provide an online transcript of employees training history	S	
	Requirement 4.8: Allow employee to select date range to view on his/her transcript	H	
	Requirement 4.9: Allow administrators to customize transcript with district message.	S	
	Requirement 4.10: Allow District administrator to input the license issue date and IPDP approval date.	M	
	Requirement 4.11: Import course completion data periodically from external vendor (e.g., Public Works)	S	
Function 5: Compensation Processes	Requirement 5.1: Allow for multiple budget codes to be added to each event in the catalog, or allow budget code(s) to be added at the time of the request, or during the approval	H	

	process		
	Requirement 5.2: Allow for accuracy of facilitators and attendees and also allot for an approval process to ensure proper compensation (e.g. providing a custom validation statement for compensated sessions)	H	
	Requirement 5.3: Allow Compensation department representatives to pull verified attendance data records for sessions eligible for payment so that the compensation may be processed by the Compensation department. The compensation department will indicate when the participant will be paid via the portal.	H	
	Requirement 5.4: Notification to compensation department when sessions eligible for payment are proposed and when attendance is submitted	H	
	Requirement 5.5: Extract excel sheets and run reports regarding attendance to ensure proper payment	S	
	Requirement 5.6: Identify which sessions are eligible for additional compensation in including identifying the facilitators/providers of each session	S	
Function 6: PD Event Management	Requirement 6.1: Allow providers/facilitators opportunity to upload attachments for PD events (handouts, schedule, etc.)	H	
	Requirement 6.2: Maintain rosters electronic sign-in/attendance, certificates	H	
	Requirement 6.3: Generate printable sign in sheets with session title, date, and registrants' names populated	H	

	Requirement 6.4: Manual override capability for automated features	S	
	Requirement 6.5: Ability to email registrants with class details; messages should go to registrants' district email inbox	S	
	Requirement 6.6: Send reminder email to registrants. Course provider should be able to specify when reminder will go out	H	
	Requirement 6.7: Override feature to change event details (location, class size) with automated notification for all impacted by the change	S	
	Requirement 6.8: Allow system administrator to create events and submit/approve request for events that occurred in the past	S	
	Requirement 6.9: Ability to generate certificates of completion for courses	H	
	Requirement 6.10: Ability to launch system surveys/evaluations generated by attendance completion and analyze evaluations for professional development needs	S	
	Requirement 6.11 Ability for administrators to correct attendance after it has been submitted by facilitator.		
Function 7: Registration and Attendance	Function 7.1: Allow for multiple levels of approval for each employee request (e.g. principals approve attendance for district PD days)	M	
	Function 7.2: Allow emails from administrators to providers within the system for course related communication	H	
	Function 7.3: Include a "close by" date for catalog events. This is the date in advance of the class on which registration will close.	H	

	Function 7.4: Maintain wait list capabilities	S	
	Function 7.5: Allow for waitlisted individuals to be automatically enrolled if a space becomes available	H	
	Function 7.6: Email notification when automatically enrolled from wait list	H	
	Function 7.7: Simple attendance submission process (e.g. select all registrants and deselect those who did not attend; QR code sign in, etc.)	S	
	Function 7.8: When attendance is submitted, course and hours are displayed on attendee's transcript	S	
	Function 7.9: Ability to indicate the number of hours attended for the participants who did not stay for the entire sessions	S	
	Function 7.10: Allow a way for guests outside of the organization to register for designated sessions	S	
	Function 7.11: Providers should be able to add employees to course registration (in the event the employee has technical challenges, or the registration window has closed)	S	
	Function 7.12: Provider receives automatic email notification if attendance is not recorded in solution within predetermined time frame	H	
	Function 7.13: System administrators receive notifications if providers have not submitted attendance in determined time frame	S	
	Function 7.14: Principals have access to view attendance of their teachers for designated district professional development days	H	
Function 8: Approval Routing Process	Function 8.1: Customizable approval process for course proposals	S	

	Function 8.2: Restrict incomplete applications from continuing	S	
	Function 8.3: Customizable approval process for credit requests	S	
	Function 8.4: Allow a higher-level administrator to bypass a lower level approval when deemed necessary	S	
	Function 8.5: Include a time stamp on requests and approvals for tracking purposes	S	
	Function 8.6: Include mass approval, denial, and delete functionality	S	
	Function 8.7: Include undo process for erroneous approvals	S	
Function 9: Reporting	Function 9.1: Create reports based upon the following: <ul style="list-style-type: none"> a. Funding source b. Program (e.g. "new teacher induction") c. Grade Level d. Content Area e. Presenter f. Department g. Job Code/function h. Site i. Topic j. Number of participants in a session by Network or by school 	S	
	Function 9.2: Report evaluation trends by building, presenter, topic	S	
	Function 9.3: Ability to pull one user's entire record	S	

	Function 9.4: Ability for solution to pull a random sample of evidence to quality control check	H	
	Function 9.5: Ability to provide snapshot reporting (as of MM/DD/YEAR)	H	
	Function 9.6: Ability for the solution to accommodate user dashboards specific to role/user type	S	
	Function 9.7: Ability to run attendance reports for specific dates (e.g. district professional development days)	S	

Technical Requirements

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

Area	Requirement
Technical T1	Requirement T1.1: Ability for solution to operate off-premises (e.g. SaaS)
Technical T1	Requirement T1.2: Ability to provide access to solution’s databases for reporting, dashboards (Compatibility with Microsoft Power BI)
Technical T1	Requirement T1.3: Allow for single sign on the same as the District currently uses for Office 365 and Workday
Technical T1	Requirement T1.4 Ability to provide Two Factor Authentication
Technical T1	Requirement T1.5: Ability to provide user-friendly Audit Log capability, including: <ul style="list-style-type: none"> • Date / Time Stamp • User Info • IP address • At least 3-month retention • Read and update transactions • Clear indication of changed values
Technical T1	Requirement T1.6: Ability to comply with SOC-1 / SOC-2 protocols
Technical T1	Requirement T1.7: Ability to house all CMSD data in the United States.
Technical T1	Requirement T1.8: Ability to provide a “hot site” for business recovery.
Technical T1	Requirement T1.9: Ability for security to be role based and allow for the assignment of roles from data in the
Technical T1	Requirement T1.10: Ability to create a testing site available for CMSD to test configuration updates and changes before moving to production after implementation.
Technical T1	Requirement T1.11: Ability to provide a browser based solution.
Technical T1	Requirement T1.12: Ability to comply with SLAs for the following: <ul style="list-style-type: none"> • Technical Assistance – 24x7x365 • Service Availability – 99.98%

Key Vendor Questions

Please respond to the following questions:

1. Please provide a list, with descriptions, of all the pre-formatted reports included with your solution.
2. Please describe the flexibility in configuring your dashboards (e.g. what data elements can be applied, variety of views). Also, please provide some pictorial examples of your dashboard.
3. How does your solution support effective professional development planning at the organizational and individual levels?
4. How many K-12 districts are you currently providing professional development management services in?
5. What differentiates your services from other companies?

IT and Client Support

1. How often are software updates released? How are they released?
2. Please describe the delivery method of your solution (e.g. Software as a Service (SaaS), Hosted). Please provide detail on how application resources are shared between clients, as well as your approach to safeguarding client data in this environment.
3. Please describe your experience with developing, testing and implementing interfaces to the Workday application, specifically with the Human Capital Management and Talent modules.
4. Please describe your experience integrating with the Office 365 APIs to read, create, and send messages and/or attachments secured by Azure Active Directory.
5. Please describe your approach to Service Response – Time it takes to complete a transaction in the production instance.
6. Please describe your approach to Disaster Recovery including recovery time.
7. Please describe your approach to Web Services API Support.
8. Please describe what methods you prescribe to ensure Security in your solution.

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

Company History, Background & References

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

- Company name, headquarters address, and local responsible office.
- Number of years in business.
- Number of years active in the development and delivery of Professional Development Management systems.
- Number of years active in developing applications for K-12 education.
- Annual revenue.
- Total number of employees.
- Number of personnel employed for development and maintenance of this application.
- Dates of the previous five releases and updates to this application package.
- At least three references (customer name, telephone number and email) for work performed over the last three years for projects relevant to this one (i.e., comparable functionality for similar size school district).
- Complete list of clients currently using the proposed version of your solution.
- List of proposed project personnel who are not employees of your organization (e.g., subcontractors) and their employer(s).
- Names of involved parties, dates, jurisdiction and status of any litigation in which your organization has been involved within the last five years.

Interfaces

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

System	Type	Direction	Description / Purpose
Workday	API / Web Service	Read Only; data is currently pushed to existing systems twice a day	The following should be automated, and the data should come from Workday as part of the integration with no required manual intervention <ul style="list-style-type: none"> • Adding new users • User employee information, including roles, assignments, demographics, licensure, management hierarchy • User Name changes • User State ID changes • Adding, removing and renaming schools • Assignment of users to schools • Assignment of evaluator to users
IVR (School Messenger) School Notification System; a West	Flat file exchange, comma delimited	Write	A medium for notifications of events via phone
Office 365	API	Read / Write	A medium for notifications and scheduling of professional development events via Office
OnBase Document Management	API	Write	Solution updates OnBase with documents and images that go into the employee's file in OnBase

Cost Proposal and Pricing

The primary vendor is defined as the sole party to the contract with the District and the sole point of contact between the District and the Contractor, who is accountable and responsible for the successful integration of all solution components being proposed by the vendor.

THE COST PROPOSAL MUST BE SENT IN A SEPARATE SEALED ENVELOPE ALONG WITH THE PROJECT PROPOSAL. THE COST PROPOSAL MUST INCLUDE THE FOLLOWING:

- Cover Page including the RFP number, title and complete vendor name and mailing address and clearly labeled COST PROPSAL
- Cost Proposal including the following items listed below. Vendors may create a cost proposal in another format. However, all items listed here must be addressed; otherwise the cost proposal will be deemed non-responsive.
- Additional or optional pricing must be included on the Cost proposal. No additional charges, other than those listed on the Cost Proposal, shall be made. Prices quoted shall include verification/coordination of order, all cost for shipping, delivery to all site, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.
- The District requests cost proposals for a SaaS solution.

1.1 Cost Proposal Narrative

In this section, the vendor should describe how costing works for the solution. The narrative should articulate the cost proposal as well as the long term costs for CMSD to own/use the system.

1.2 Cost Proposal Overall Costs

The vendor should use the table below to articulate the cost for the implementation of their proposed solution. Any additional pricing material that is not in this form will not be accepted.

Pricing Matrix and Terms

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

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

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

Vendors must complete the signatory requirement on the following page

COMPANY NAME: _____

REPRESENTATIVE: _____

PRINT

(TITLE)

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____

TELEPHONE: () _____ FAX NO: () _____

E-MAIL ADDRESS: _____

DATE: _____

Appendix A: Sample Escrow Agreement

SAMPLE ESCROW AGREEMENT APPLICATION SOFTWARE SOURCES CODE

This AGREEMENT between _____ (hereinafter “ ”) located at _____, _____ (hereinafter “**Escrow Agent**”) whose main office is located at _____, _____ and _____, _____ (hereinafter “**Contractor**”) for the benefit of the Cleveland Metropolitan Schools acting by and through the Cleveland Metropolitan Schools (“**CMSD**”), whose principal office is located at 1111 Superior Avenue, Cleveland, Ohio 44114 (hereinafter “**End-User**”).

WHEREAS, _____ and the **End-User** have entered into an Agreement(s) for the acquisition of computer hardware and/or licensing of _____ produced Application Software Packages, and

WHEREAS, the **End-User** wants to secure the availability of such Software Source Codes, and

WHEREAS, the **Escrow Agent** desires to serve as **Escrow Agent** for such Software Source Codes;

NOW THEREFORE, in consideration of the terms hereinafter mentioned, the parties do hereby agree as follows:

1. _____ will procure an escrow agent located in the city of Cleveland and the state of

Ohio and deliver to the **Escrow Agent**, the Software Source Codes and subsequent versions thereof (hereinafter referred to as “Sources”) and the documentation and diagrams used to develop the Sources to include, but not limited to, data flow diagrams, entity relationship diagrams, work flow diagrams, window layouts, report layouts, process flows, interface designs, logical and physical database design diagrams, technical and user manuals, and data dictionary (hereinafter referred to as “Sources’ Documentation”) for -produced application Software Package (hereinafter referred to as “Packages”) as installed on the **End-User’s** computer. The Packages installed are as follows:

List Packages Installed

1. If the **Escrow Agent** relocates outside of the city of Cleveland, this Application Software Sources’ Escrow Agreement shall be void and _____, after consultation with and approval of the **End-User**, shall procure an escrow agent within the city of Cleveland area of Ohio.
2. The Sources deliverable and Sources’ Documentation deliverable to the **Escrow Agent** shall correspond to each version of the Packages which have been installed after acceptance test procedures have been completed and signed-off by a duly authorized representative of the **End-User**.

3. The Sources shall be stored on CDs or other media compatible with **End-User** hardware capabilities as designated by the **End-User** (the "Storage Media"). If Sources' Documentation is available in digital format than it should be stored on CDs or other media designated by **End-User**. If Sources' Documentation is not available in digital format, a hardcopy of all documentation should be supplied. The **End-User** shall be provided with software required to view the Sources and Sources' Documentation.
4. The Sources and Sources' Documentation will be at all times submitted to the **Escrow Agent** in a sealed package which will bear identification as to the **End-User's** name and address, the date and version of the Sources and Package names. The Sources and Sources' Documentation will be stored by the **Escrow Agent** in a fireproof vault or safe. The Sources and Sources' Documentation shall not be exposed intentionally to x-ray, magnetic force, direct sunlight or extreme heat or humidity.
5. The **Escrow Agent** shall inform the **End-User** and _____ in writing within thirty (30) days after receipt of any Sources or Sources' Documentation that have been deposited in escrow along with the location of the place of escrow in sufficient detail as will allow the **End-User** or _____ to locate such place and the identification information on the sealed package containing the Sources and Sources' Documentation.
6. Should the **Escrow Agent** change the location of the escrow, it will notify the **End-User** and _____ of the new location (providing sufficient detail as will allow the **End-User** or _____ to locate such new place) within thirty (30) days of the date the Sources and Sources' Documentation were moved to their new place of escrow.
7. The **Escrow Agent** shall have the right to inspect the Sources and Sources' Documentation delivered. If this right is exercised, the purpose of this inspection shall be to determine the physical condition of the Storage Media. If the **Escrow Agent** notices any damages, or if the **Escrow Agent** is doubtful as to whether damage exists, the **Escrow Agent** shall have the right to request another copy of the Storage Media containing the same Sources and Sources' Documentation. The **Escrow Agent**, once in possession of the Sources and Sources' Documentation, shall be liable for the loss of the Sources and Sources' Documentation or damage to it (them) caused by any acts of negligence. However, the **Escrow Agent** shall not be held liable for any damage to the Sources and Sources' Documentation caused by any acts of God, including corruption of the storage environment due to losses of electrical power beyond the **Escrow Agent's** control.
8. If the **End-User** is to receive the Sources and Sources' Documentation held in escrow per the terms of this Agreement, the **End-User** must collect all such Sources and Sources' Documentation held by the **Escrow Agent** in person. Upon receipt, the **End-User** must sign a release indicating the condition of the Sources and Sources' Documentation (whether damaged or undamaged).
9. The **Escrow Agent** shall not be liable for the contents of any Sources and Sources' Documentation indicated in a release (per Section 8) signed by the End-User as not damaged.
10. Every six (6) months, _____ will deliver in a sealed package to the **Escrow Agent** the new Sources and Sources' Documentation, if applicable, containing subsequent versions of the Package(s) as developed by _____ inclusive of any **End-User** modifications or enhancements thereto. At the option of the **End-User**, delivery to the **Escrow Agent** of any such new or replacement Sources and Sources' Documentation shall be subject to prior inspection and sealing by the **End-User**.

Such inspection and sealing shall take place at _____ place of business and shall be limited to **End-User's** verification of Package(s) contents. **End-User** shall bear all costs associated with its right to inspect Sources and Sources' Documentation. _____ agrees to notify the **End-User** of its intent to generate Sources and Sources' Documentation deposits in less than ten (10) working days prior to such action. **End-User's** failure to be present on the stipulated date shall constitute its waiver of rights of inspection hereunder for the version(s) of the Package(s) being escrowed at that time. Should there be no modifications to, or new versions of the Package(s) within any given six (6) month period, _____ will then deliver to the **Escrow Agent** and to the **End-User** a notification that no software updates were made during said six (6) month period.

11. In the event that _____ has performed modifications or enhancements to the Package(s) for the specific use and at the specific request of the **End-User** or _____ has released a new version of its packages, _____ will deliver to the **Escrow Agent** new Sources and Sources' Documentation within sixty (60) days after any modifications or enhancement has been completed. The **Escrow Agent** will deliver notice in accordance with Section 5.

12. Within 30 days of delivery to the **Escrow Agent** of new Sources and Sources' Documentation pursuant to Sections 10 or 11, the **Escrow Agent** agrees to return to _____ any and all storage media of previous date and issue that correspond to the new Sources and Sources' Documentation being deposited in escrow. **Escrow Agent** shall use the outside identifying marks in determining this duplication of Sources and Sources' Documentation. **Escrow Agent** agrees to ship said older versions of the Sources and Sources' Documentation to _____, in its original cartons, personally or by any carrier service where **Escrow Agent** and _____ may be able to trace said shipment in the event of loss or delay, unless otherwise specified in writing by _____ as to specific shipping instructions. _____ will reimburse **Escrow Agent** for the cost of shipping.

13. Once every calendar year and on a date previously agreed to by _____ and the **Escrow Agent**, duly authorized representatives of _____ and the **Escrow Agent** shall be present together at said vault for the purpose of making a physical inventory of the Sources and Sources' Documentation.

The **Escrow Agent** shall report to the **End-User** within thirty (30) days the results of each inventory. _____ further agrees to provide the **End-User** with a legal opinion, once a year, stating _____ status as to filing for voluntary or involuntary bankruptcy, involuntary reorganization, receivership or voluntary liquidation in the county in which _____ is incorporated, or acquisition or merger with another corporation.

14. In addition to the inspection by the **Escrow Agent** described in Section 13 above, the **End-User** shall have the right to make a physical inventory of the Sources and Sources' Documentation at any time, when convenient to and as agreed upon by the **End-User**, the **Escrow Agent**, and _____ .

15. The **Escrow Agent** will be authorized to release the Sources and Sources' Documentation to the **End-User** only if:

- (a) _____ fails to provide an Application Software Maintenance Agreement to the **End-User** containing, at a minimum, the same terms and conditions of the most recent

Application Software Maintenance Agreement in effect between the parties, upon the **End-User's** written request; or _____ fails to honor any existing Application Software Maintenance Agreement. In order for the **End-User** to make a claim for the Sources and/or Sources' Documentation due to this failure, the **End-User** must send to the **Escrow Agent** a copy of the Application Software Maintenance Agreement then in effect and signed by, _____ and/or a copy of the **End-User's** written request for maintenance sent to _____. The **Escrow Agent** shall notify _____ of the receipt of such documents. If _____ does not provide the **Escrow Agent**, within thirty (30) business days of _____' receipt of such notification, with a letter signed by the **End-User**, stating a new Application Software Maintenance Agreement has been received or the terms of the existing Application Software Maintenance Agreement have been honored, _____ will have been deemed to have failed to provide an Application Software Maintenance Agreement and the **Escrow Agent** is authorized to release the Sources and Sources' Documentation for the applicable Package(s) to the **End-User**.

(b) _____ ceases to exist due to an acquisition or merger with another corporation or voluntary liquidation of the corporation and the **End-User** provides the **Escrow Agent** with a copy of the legal opinion provided in Section 13 verifying such a claim, or such other evidence of the application of this section of the Agreement as may be acceptable in a Court of Law.

(c) _____ shall file a petition for relief under Title 11 of the United States Code; there shall be entered an order for relief with respect to any petition filed against _____ under Title 11 of the United States Code, or decree or order by a court having competent jurisdiction with respect to any petition filed or action taken against looking to reorganize under any other present or future federal or state statute, law or regulation, resulting in the appointment of a receiver of or any substantial part of its property, all without the consent or acquiescence of _____, and the continuance of any such order or decree, unstated and in effect, for a period of sixty (60) consecutive days; the failure by _____ within sixty (60) days to lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations; the assignment of assets by _____ for the benefit of its creditors; the entry by _____ into an agreement of composition with its creditors; or the appointment by order, judgment or decree of a court of competent jurisdiction of a receiver of the whole or a substantial portion of property of _____ (unless such order, judgment or decree is stayed within a period of sixty (60) days after the effective date of such order, judgment or decree or unless such receiver is removed or discharged within sixty (60) days of the date of his qualification) and the **End-User** provides the **Escrow Agent** with a copy of legal opinion provided in Section 13 verifying such a claim.

16. In the event of any occurrences described in Section 15 (a), (b) or (c) above, unless otherwise instructed by a court of competent jurisdiction, and unless **End-User** makes claim for the Sources and Sources' Documentation as specified hereunder, the **Escrow Agent** shall maintain the Sources and Sources' Documentation in escrow for a maximum period of twelve (12) months after which all obligations hereunder and the entire Agreement will terminate. The **Escrow Agent** thereafter shall freely dispose of said Sources and Sources' Documentation by destroying them.

17. In the event the **Escrow Agent** can not determine that conditions exist supporting the disbursement or retention of the Sources and Sources' Documentation, the **Escrow Agent** is authorized to submit the dispute to the American Arbitration Association in the County where the **Escrow Agent** resides. Any decision forthcoming shall be binding upon _____ and the **End-User** with the cost of such arbitration to be paid by the losing party.
18. This Agreement constitutes the entire Agreement between the parties hereto, and shall remain in effect until rescinded, modified or altered in writing and agreed to by all parties.
19. The **Escrow Agent** may not assign any of its rights or duties hereunder without the prior written consent of _____ .
20. No person, firm, corporation or other entity will be recognized by the **Escrow Agent** as a successor, heir or personal representative of any party to this Agreement until there shall be presented to the **Escrow Agent** evidence satisfactory to it of such succession.
21. The **Escrow Agent** shall have no duties or responsibilities except as expressly provided in this Agreement and shall neither be obligated to recognize nor have any liability or responsibility arising under any other Agreement to which the **Escrow Agent** is not a party, even though reference thereto may be herein or a copy thereof attached hereto.
22. The **Escrow Agent** shall not be responsible for the identity, authority or rights of any person, firm, corporation or other entity, executive or delivering or purporting to execute or deliver this Agreement or any Sources and Sources' Documentation deposited hereunder or any endorsement thereof or assignment thereof.
23. The **Escrow Agent** shall not be responsible for the sufficiency, genuineness or validity of or title to any Sources and Sources' Documentation deposited or to be deposited with it pursuant to any provisions of this Agreement or of any endorsement or assignment thereof.
24. The **Escrow Agent** may rely upon any instrument of writing believed by it to be genuine and sufficient and properly presented, and shall not be liable or responsible for any action taken or omitted in accordance with the provisions thereof.
25. If the Sources and Sources' Documentation held by the **Escrow Agent** hereunder shall be attached, garnished or levied upon any order of court, or the delivery thereof shall be stayed or enjoined by any order of court, or any other order, judgment or decree shall be made or entered by any court affecting such property, or any part thereof, or any act of the **Escrow Agent**, the **Escrow Agent** is hereby expressly authorized in its sole discretion to obey and comply with all writs, orders, judgments or decree so entered or issued, whether with or without jurisdiction, and in case the **Escrow Agent** obeys and complies with any such writ, order, judgment or decree it shall not be liable to any of the parties hereto, their successors, heirs or personal representatives or to any other person, firm or corporation, by reason of such compliance notwithstanding that such writ, order, judgment or decree be subsequently reversed, modified, annulled, set aside or vacated.
26. Whenever it is provided in this Agreement that notice or other communication is to be given or directed to any party hereto, the same shall be given or directed to the respective party at its address as specified at the beginning of the Agreement or at such other addresses as each party may from time to time designate by written notice to the others. Notice shall be addressed as set forth

above and delivered by hand or by certified or registered mail, first-class postage repaid, return receipt requested.

27. The **Escrow Agent** shall be entitled to reasonable compensation for the services performed herein. The cost of maintaining this Agreement shall be borne by _____ and set up between _____ and **Escrow Agent** in a separate instrument.

28. The **Escrow Agent** agrees to act as **Escrow Agent** for a term of five (5) years from the date this Agreement takes effect. The **Escrow Agent** may resign after giving sixty (60) days written notice prior to the expiration of the Agreement or any subsequent anniversary. Upon such resignation all fees paid will be returned to _____ on a prorate basis. This Agreement shall automatically renew upon the fifth anniversary of its execution provided the **Escrow Agent** has not resigned.

29. The **Escrow Agent** may employ agents and attorneys for the reasonable protection of the Sources and Sources' Documentation held hereunder and of itself and shall have a lien on the Sources and Sources' Documentation for its compensation and for any and all costs, expenses and attorneys' fees reasonably incurred by it. If the **End-User** attempts to collect the Sources and Sources' Documentation held in escrow pursuant to this Agreement and _____ is delinquent in payment of the **Escrow Agent's** compensation, the **Escrow Agent** may hold all Sources and Sources' Documentation held in Escrow until such time as all delinquent compensation is paid. If the **End-User** pays such delinquent compensation in order to obtain the Sources and Sources' Documentation, the **End-User** may only recover such amounts from _____.

31. This Agreement shall be construed and enforced according to the Laws of The State of Ohio.

32. This Agreement may be executed in several counterparts, each of which, when properly executed by all parties hereto, shall constitute an original instrument.

33. This Agreement shall take effect upon the last date of execution of any party hereto.

34. This Agreement constitutes the entire agreement between the parties and supersedes all other oral or prior written agreements or covenants. This instrument may not be assigned or transferred and may not be modified or amended except by written agreement properly executed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the dates specified below.

END-User

Contractor Escrow Agent

Signature

Signature

Name & Title

Name & Title

Date

Date