



REQUEST FOR PROPOSAL

RFP# 21310

For

WAN SERVICE

FOR THE CLEVELAND MUNICIPAL SCHOOL DISTRICT

DBA: CLEVELAND METROPOLITAN SCHOOL DISTRICT

BOARD OF EDUCATION, 1111 SUPERIOR AVENUE E, SUITE 1800

CLEVELAND, OHIO 44114

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

Table of Contents

Part I: NOTICE OF REQUEST FOR PROPOSAL #21310 3

 Section I: Instructions to Proposers..... 4

Part II: DISTRICT RELATED FORMS 9

 Required Purchasing Division Documents and Instructions..... 9

 Section I: Addendum Acknowledgement Form for RFP #21310 9

 Section III: Partner Request Form..... 11

 Section VII: Conflict of Interest Form 16

 Section IX: State of Ohio Insurance *Sample: State Of Ohio Insurance* 24

 Section XII: Diversity Business Enterprise Program and Participation Forms 27

 2: DBE Form B..... 35

 3: DBE Form C..... 37

 4: DBE Form D..... 39

 5: DBE Form E..... 41

 6: DBE Form F 43

 8: DBE Form H..... 47

 Section XIII: EOA Contractual Declaration Forms 50

 CMSD Affirmative Action Program..... 50

 Form 1: Partner Contract Compliance Form 53

 Form 2: Compliance Declaration..... 55

Form 3: Employment Data Form 59

 Section XIV: Supplier Contract Sample 60

Part II: Specifications and Scope of Work..... 70

 Section I: General Proposal Requirements..... 71

 Section II: Proposal Process..... 71

 Section III: Contract Period & Award..... 72

 Section IV: Evaluation Criteria 72

 Section VI: Scope of Services 74

 1.0 Background:..... 74

 1.1 Introduction: 74

 E-Rate Compliance..... 76

 1.2 Minimum Requirements 79

Part I: NOTICE OF REQUEST FOR PROPOSAL #21310

The proposals for the requirement set forth below will be received via email to dedra.ross@clevelandmetroschools.org until **1:00 pm current local time on January 20, 2021**. This RFP will not be publicly opened

WAN SERVICE

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 dedra.ross@clevelandmetroschools.org.

There will be a Pre-Proposal Conference for this Request for Proposal on **December 30, 2020 at 10:00 a.m. The Pre-Proposal Conference will be via Conference Call. The Conference Call # is 888-363-4734; Access Code 9361244**. 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 noon on December 31, 2020** at the email address given above. All answers to corresponding questions and concerns will be sent directly to those submitting the question. A comprehensive question and answer list will also be posted at clevelandmetroschools.org/purchasing. Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than January 6, 2021.

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

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

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

The new Uniform Grant Guidance, 2 CFR200 (UGG) went into effect for Cleveland Metropolitan School District (CMSD) on July 1, 2018 and will apply to awards or funding increments issued on or after this date. Purchases funded by federal grant funds must adhere to regulations found in Uniform Guidance "Super Circular", 2 CFR 200 (UGG), as a condition of receiving funds and to meet annual audit compliance. In an effort to keep policy for all grants consistent, the CMSD implemented 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
December 21, 2020

Section I: Instructions to Proposers

DEPARTMENT OF INFORMATION TECHNOLOGY SERVICE DELIVERY PARTNER

1. All proposals shall be made upon the proposal Form (s) furnished. All information requested in the RFP must be filled in legibly and complete with blue ink signatures, or the Proposal may be considered non-responsive. No oral, telephonic, or telegraphic proposals or modifications will be considered. **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 via email to dedra.ross@clevelandmetroschools.org before **1:00 pm. current local time on January 20, 2021.** Proposals will not be opened publicly.
3. All submissions must include in the subject line of the email, the RFP name and number. Partners who do not comply with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Proposal will be disqualified. This applies to copies only.

Proposals that are submitted must include:

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

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

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

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

- | | |
|---------------------------------------|---|
| | \$1,000,000.00 Limit of Liability
(Per occurrence) |
| b. 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: | Including non-owned and hired
\$1,000,000.00 Limit of Liability
(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 partner 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 Partner. 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 Partner Contract Compliance Programs shall make every good faith effort to ensure that certified diversity business enterprises in the Cleveland Metropolitan School’s relevant geographic market area shall be afforded the maximum opportunity to compete for contracts, services, and purchases. The general goals for diversity business participation are: 15% for services, 20% for goods and supplies, and 30% for maintenance, construction, and repair.

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

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

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

16. **REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFP must be directed to: 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 Partner authorizes the District and its representatives to contact the owners and professionals on projects on which the Partner has worked, and Partner authorizes such owners and professionals to provide the District with a candid evaluation of the Partner's performance. By submitting its proposal, the Partner agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Partner will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.
19. The new Uniform Grant Guidance, 2 CFR200 (UGG) went into effect for Cleveland Metropolitan School District (CMSD) on July 1, 2018 and will apply to awards or funding increments issued on or after this date. Purchases funded by federal grant funds must adhere to regulations found in

Uniform Guidance “Super Circular”, 2 CFR 200 (UGG), as a condition of receiving funds and to meet annual audit compliance. In an effort to keep policy for all grants consistent, CMSD implemented the new federal guidelines regarding procurement utilized with federal grants.

Part II: DISTRICT RELATED FORMS

Required Purchasing Division Documents and Instructions

Section I: Addendum Acknowledgement Form for RFP #21310

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

Addendum Number

Date of Receipt

Proposer: _____

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

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

Signature: Date: _____

Section II: Acknowledgement

(Name of Company)

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

By: _____
(Name and Title)

Date: _____

Section III: Partner Request Form

PARTNER INFORMATION

PARTNER NUMBER

(IF APPLICABLE)

PARTNER NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY

STATE

ZIP

TELEPHONE NO.

FAX NO

Area Code *Number*

Area Code *Number*

E-MAIL ADDRESS

PRIMARY CONTACT PERSON

REMIT TO (IF DIFFERENT FROM ABOVE)

PARTNER NAME

ADDRESS LINE 1

ADDRESS LINE 2

CITY

STATE

ZIP

TELEPHONE NO.

FAX NO

(Area Code) *Number*

(Area Code) *Number*

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

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

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS ENTERPRISE:

YES

NO

MINORITY BUSINESS ENTERPRISE:

YES

NO

FEMALE BUSINESS ENTERPRISE:

YES

NO

Section IV: Taxpayer ID Form

PLEASE NOTE: FAILURE TO UTILIZE THE MOST CURRENT TAXPAYER ID FORM (DATED October 2018) MAY CAUSE YOUR RESPONSE TO BE REJECTED

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.								
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.										
2 Business name/disregarded entity name, if different from above										
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.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)									
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is 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. <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate									
5 Address (number, street, and apt. or suite no.) See instructions.	Requestor's name and address (optional)									
6 City, state, and ZIP code										
7 List account number(s) here (optional)										
Part I Taxpayer Identification Number (TIN)										
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.										
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.										
		Social security number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table> or Employer identification number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>								
Part II Certification										
Under penalties of perjury, I certify that:										
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and										
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and										
3. I am a U.S. citizen or other U.S. person (defined below); and										
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.										
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.										
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____								
General Instructions										
Section references are to the Internal Revenue Code unless otherwise noted.										
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .										
Purpose of Form										
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.										
<ul style="list-style-type: none"> • Form 1099-INT (Interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) 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 <i>What is backup withholding</i> , later.										

Section V: No Proposal Form

RFP #

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

To all prospective bidders/proposers:

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

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

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

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

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

Name of Company: _____

Company Representative: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

Date: _____

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



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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

Section VII: Conflict of Interest Form

Statement of Potential Conflicts of Interest

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

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

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

Yes _____ No _____

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

Name: _____

Position: _____

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

_____ %

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

Yes _____ No _____

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

Name: _____

Job Duties: _____

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

CERTIFICATION

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

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

_____, and answers to all the
(organization)

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

(signature)

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

Notary Public: _____

My commission expires: _____

Section VIII: Proposer Qualifications Form

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

PROPOSER NAME: _____

ADDRESS: _____

CITY; STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

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

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

 - b. Original name and date of organization's inception

7. If you are neither a corporation nor a partnership, please describe your organization and list principals.

8. Are you legally qualified to do business in the State of Ohio?

9. Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?

10. Has your organization ever been (i) declared by a customer to be in default under a contract and/or (ii) sued by a customer for failure to 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: _____

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 XI: Non-Collusion Affidavit

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

NON-COLLUSION AFFIDAVIT

State of Ohio, Cuyahoga County

_____, being first duly sworn, deposes and says that

he/she is _____ of _____

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

Affiant

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

Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____

Section XII: Diversity Business Enterprise Program and Participation Forms

PROGRAM OVERVIEW

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

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

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

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

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

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

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

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

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

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

Definition of DBE: A Diversity Business Enterprise (DBE)

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

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

Definition of FBE: Female Business Enterprise (FBE)

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

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

TERMS

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

5. The contractor's commitment to a specific goal is to meet the DBE objectives and is not INTENDED and shall not be used to discriminate against any qualified company or group or companies.

6. The contractor's commitment to a specific goal for DBE utilization as required by this Notice shall constitute a commitment to make every good faith effort to meet such goal by a subcontracting to or undertaking to joint venture with DBE firms. If the contractor fails to meet the goal, it will carry the burden of furnishing sufficient documentation as part of the proposal response of its good faith efforts to justify a grant of relief from the goals set forth in this Notice. Such justification will take the forms of a detailed report which will document at least the following information:
 - a. Attendance at the pre-proposal meeting, if any, scheduled by the District to inform DBE's of Subcontracting opportunities under a given solicitation.

 - b. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids or proposals are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable.

 - c. Written notification to DBE that their interest in the contract is solicited, and follow-up contact to determine whether the DBE's were interested.

 - d. Efforts made to select portions of the proposed work to be performed by DBE in order to increase the likelihood of achieving the stated goals.

 - e. Efforts to negotiate with DBE for specific sub-proposal, including at a minimum:
 - i. The names, addresses, and telephone numbers of DBE's that were contacted.

 - ii. A description of the information provided to DBE regarding the plans and specifications for portion of the work to be performed; and

 - iii. A statement of why additional agreements with DBE were not reached.

 - iv. Completion of (Form E) if DBE's are not involved in the RFP.

- f. Concerning each DBE the supplier/contractor contacted but rejected as unqualified, the reasons for the supplier's/contractor's conclusion.
 - g. Efforts made to help the DBE's contacted that needed assistance in obtaining required bonding, lines of credit, or insurance.
 - h. Use of the services of minority community organizations, minority contractor's groups, governmental minority business assistance offices, and other organizations that assist in the recruitment and placement of DBE's.
7. Suppliers/contractors that fail to meet DBE goals and fail to demonstrate sufficient good faith efforts are not eligible for contract awarded.
8. The District, through its Diversity Officer will review the contractor's minority business enterprise involvement efforts during performance of this contract. Such review will include, but not be limited to, contractor's quarterly statement of income from the District and what portion of said income went to the DBE enterprise(s) as evidenced by affirmation of the DBE enterprise(s) which the contractor hereby agrees to supply each quarter during the term of its contract with the District. If the contractor meets its goal or if the contractor demonstrates that every reasonable effort has been made to meet its goal, the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order shopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.
9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized

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

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

1: DBE Form A

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Type of Business (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

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

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

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ Dated: _____

(printed)

Title: _____

DO NOT COMPLETE BELOW THIS LINE

___ Compliant ___ Compliance Pending ___ Non-Compliant

Compliance Date: _____

(signature, DBE Department)

(date)

2: DBE Form B

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

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

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

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

Proposer: _____

Date: _____

By: _____

Title: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

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

3: DBE Form C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

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

TO BE RETURNED WITH THE PROPOSAL

Signature of Non-DBE Prime Contractor

Date: _____

4: DBE Form D

DBE LETTER OF INTENT

To: _____

Non-DBE Prime or General Proposer

Project: _____

NON-DBE PRIME OR GENERAL PROPOSER

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

(check one):

an individual a corporation a partnership a joint venture

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

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

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

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

Items _____

Projected Commencement Date _____

Projected Completion Date _____

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

Date

Name of DBE Firm (where applicable)

Signature of DBE (where applicable)

Signature of MBE Firm

(TO BE RETURNED WITH RFP)

Name of FBE Firm

Signature of FBE Firm

5: DBE Form E

DBE Unavailability Certification

I, _____,
Name Title

Of _____, certify that on _____
Date

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

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

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

Signature, Non-DBE prime Proposer

Date

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

Date

Non-DBE Prime Proposer

Signature, Non-DBE Prime Proposer

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

Signature, Non-DBE prime Proposer

6: DBE Form F

Non-Minority Prime Affidavit For DBE

STATE OF }

COUNTY OF } SS.

AFFIDAVIT

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

Name of Firm: _____

Signature: _____

Name and Title: _____

Date: _____

STATE OF }

COUNTY OF } SS.

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

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

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

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

(Seal)

Notary Public _____

Commission expires _____

7: DBE Form G

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

1. Name of Joint Venture: _____

2. Address of Joint Venture: _____

3. Phone Number of Joint Venture: _____

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

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

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

5. Nature of Joint Venture's Business: _____

6. Provide a copy of the Joint Venture Agreement.

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

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

a. Profit and loss sharing: _____

b. Capital contributions, including equipment: _____

c. Other applicable ownership interest: _____

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

a. Financial decisions: _____

b. Management decisions, such as:

i. Estimating: _____

ii. Marketing and Sales: _____

iii. Hiring and firing of management personnel: _____

iv. Purchasing of major items or supplies: _____

c. Supervision of field operations: _____

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

(Seal)

Notary Public

Commission expires

Section XIII: EOA Contractual Declaration Forms

CMSD Affirmative Action Program

Partner Contract Compliance, Procedures and Guidelines

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

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

A. SUBMISSION OF PARTNER EMPLOYMENT PRACTICE REPORT

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

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

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

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

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

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

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

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

B. EVALUATION OF COMPLIANCE DATA

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

3. If the partner which has been found not in compliance submits an acceptable affirmative action plan to the Diversity Officer within ten (10) business days of notification, the partner may be given conditional approval.

C. AFFIRMATIVE ACTION PLAN

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

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

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

Form 1: Partner Contract Compliance Form

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Standard Metropolitan Statistical Area: _____

Recruitment Area: _____

Type of Business (product or service): _____

Name of EEO Officer: _____

Signature of Owner, Partner, or Authorized Officer: _____

Name (type or print): _____

Date: _____ Title: _____

Do not complete below this line

Status of Partner:

___ Compliance

___ Conditional Compliance

___ Non-Compliance

___ Compliance Pending

Comments: _____

Date: _____ Signature: _____

Form 2: Compliance Declaration

The following must be filled out completely:

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

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

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

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

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

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

(Name of Company)

_____ Date: _____

(Signature of Company Official)

STATE OF ()
COUNTY OF ()SS.

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

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

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

_____, _____, this

day of _____, 20__.

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

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

PROFESSIONALS

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

TECHNICIANS

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

SALES WORKERS

Occupations engaging wholly or primarily in direct selling. Includes: 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 ALASKAN NATIVE
OFFICIALS, MGRS & SUPERVISORS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE/CLERICAL												
CRAFTWORKERS (SKILLED)												
OPERATIONS (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												
APPRENTICES												
TOTAL												

Additional information (optional):

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

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

FIRM OR CORPORATE NAME:

DATE:

SIGNATURE: _____

TITLE: _____

Section XIV: Supplier Contract Sample

CMSD SUPPLIER CONTRACT (DO NOT COMPLETE)

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

Supplier Name

Address, City, State, Zip

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

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

(State Purpose)

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



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

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

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

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

_____ Dollars (\$ _____).

4. Payment for this contract shall be:

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

Payable as follows (state payment terms):



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

Supplier will submit periodic invoices describing any services, equipment, supplies, goods, and deliverables provided, the amount of each service or item, and any documentation and program reports requested by the District to prove that the service was 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: _____

CERTIFICATE OF FUNDS

(Section 5705.41, O.R.C)

In the matter of: _____

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

CLEVELAND MUNICIPAL SCHOOL DISTRICT

By: _____

CHIEF FINANCIAL OFFICER

Dated: _____



RFP #21310

Part II: Specifications and Scope of Work

WAN SERVICE

FOR THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

Section I: General Proposal Requirements

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

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

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

Section II: Proposal Process

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

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

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

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

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

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

Section III: Contract Period & Award

The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for an initial term of 3 years, with a transition period commencing on July 1, 2021. The Agreement shall reserve for CMSD the unilateral option of extending the term of the Agreement with a fourth and fifth year renewal option under the same terms and conditions as the 3 year agreement. The Agreement shall also contain a provision granting to CMSD the right to terminate the Agreement, with or without cause, upon thirty (30) day notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the “Agreement Term”). Note: All contracts are based on funding and approval of Board.

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

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

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

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

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

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

Section V: Proposal Requirements

The specifications for RFP# 21310 are described below. Vendors are required to provide the information below as well as complete the Compliance Section Part I (Purchasing Documents). The narrative part of the proposals must present the following information and be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked.

Proposal responses are to be divided into sections as follows:

1. Transmittal Cover Letter-prepare a letter transmitting the proposal on business letterhead. The letter should identify the business name, phone number, and business web address along with the name, phone number and email address of the key contact person. The letter must have the signature of a person with authority to obligate the business. The transmittal letter shall also contain a statement that the proposal is a firm offer for a ninety (90) day period.
2. A completed set of Required Purchasing Division documents set forth in Part I of this RFP.
3. General Information Section
 - a. **Executive summary:** Information about the firm's history, structure, organizational metrics, and qualifications for fulfilling CMSD's requirements
 - b. **Business Health:** information about the firm's financial structure and viability, particularly as it relates to fulfilling a multiple year agreement.

- c. **Experience and expertise:** information about the firm’s current and previous contracts, particularly those with organizations similar to CMSD.
 - d. General narratives about at least three clients using services similar to those being proposed for CMSD (See Appendix D and E).
 - e. **Management support services:** information about staff, project, issue, performance, quality, and risk management methodology.
 - f. **Security:** information about the firm’s policies, practices, and standards for maintaining the confidentiality and integrity of client’s data, intellectual property, and trade secrets.
 - g. **Risks:** firm’s evaluation of the greatest challenges and risks associated with the particular services and suggestions for mitigating risk
 - h. **Dispute resolution:** information about the firm’s standard dispute resolution methodologies.
- 4. Technical Section:** The Technical Section of the proposal shall specifically address the manner in which the proposer will meet the minimum requirements present below in Section VI: Scope of Services. Proposer shall address the quantitative and qualitative resources to the accomplishment of these requirements. The proposal shall provide enough information so that the evaluators will be able to determine the proposer’s ability to meet each requirement set forth below. Simply paraphrasing the RFP statement of requirements will not be sufficient data for the evaluation and may be considered as a non-responsive proposal response.

Section VI: Scope of Services

1.0 Background:

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

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

1.1 Introduction:

Cleveland Metropolitan School District (CMSD) is requesting proposals for the implementation and project management of a managed high-speed IP Wide Area Network (WAN) infrastructure to support Internet access and a Centralized Data Center. At the present time, CMSD Wide Area Network service is being provided by Time Warner Cable. CMSD has almost 110 locations with over 25,000 computers on the network and these numbers are expected to have a high rate of growth over the next five years.

CMSD intends to contract with a qualified vendor for implementation of a managed high-speed IP WAN infrastructure to support Internet and Centralized Data Center access for the K-12 public schools of Cleveland,

Ohio. The respondent shall furnish all labor, materials, software, hardware and other equipment necessary to provide implementation and project management of the Managed High Speed WAN Service. The proposal must offer CMSD a suitable transition path from the current environment into the new environment and the Respondent will be required to install, test, cutover, train on and warrant all aspects of the proposed solution. If CMSD's existing contracts are to be assumed by the successful respondent, the respondent must ensure execution and continuation of services.

The network must be consistent with the most current multimedia design practices, and must be highly reliable and scalable, offering to the greatest practical degree of physical resilient, redundant switching, and backup power systems. Equipment must be tagged in accordance to CMSD Standards. Ease of upgrades, total potential bandwidth and WAN redundancy will be considered in evaluating proposals.

The goals for the Managed High Speed WAN Service are:

- Reliability
- Flexibility for new technologies and services
- Scalability
- Increase service capacity, thereby increasing our ability to teach and learn
- Partnering with other government agencies
- Reduce lease charges for telecommunications infrastructure

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

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

Final schedule will be established prior to contracting with the successful Vendor on or before January 29, 2021.

<u>Event</u>	<u>Date</u>
Post RFP	December 23, 2020
Vendor's Conference	December 30, 2020
Deadline for Written Questions	December 31, 2020
CMSD Issues Addendum	January 6, 2021
Responses due from Vendors	January 20, 2021
Vendor Selection Completed	January 29, 2021

Notice: A highly recommended pre-proposal conference will be held December 30, 2020 at 10:00 a.m.. The Pre-Proposal Conference will be via Conference Call. The Conference Call # is 888-363-4734; Access Code 9361244.

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

E-Rate Compliance

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

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

E-Rate Funding Year Boundaries: The annual E-Rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of contract ‘signing date’, goods and services requested in this RFP shall be delivered no earlier than the start of the Funding Year (July 1, 2021). To assure that all charges are eligible for E-Rate funding, contract renewal and expiration dates shall coincide with the start/end dates of the E-Rate funding years.

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

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

FCC/SLD AUDITABILITY: THE E-RATE PROGRAM REQUIRES THAT ALL RECORDS BE RETAINED FOR AT LEAST TEN YEARS. RESPONDENT HEREBY AGREES TO COMPLY WITH AUDITING AND INSPECTIONS AND RETAIN ALL BOOKS, RECORDS, AND OTHER DOCUMENTS RELATIVE TO THIS CONTRACT FOR TEN (10) YEARS LAST DATE TO DELIVER SERVICE UNDER THE CONTRACT, OR UNTIL AUDITED BY SLD AND OR CMSD, WHICHEVER IS LATER. CMSD, ITS AUTHORIZED AGENTS, AND/OR AUDITORS RESERVES THE RIGHT TO PERFORM OR HAVE PERFORMED AN AUDIT OF THE RECORDS OF THE CONTRACTOR AND THEREFORE SHALL HAVE FULL ACCESS TO AND THE RIGHT TO EXAMINE ANY OF SAID MATERIALS WITHIN A REASONABLE PERIOD OF TIME DURING SAID PERIOD.

1. SCOPE OF SERVICES - DETAILED

The District is interested in continuing to provide a WAN services from CMSD's Central Data Center to the 90+ eligible sites. CMSD is interested in one (1) Gbps, two (2) Gbps, five (5) Gbps and the ability to burst to ten (10) Gbps.

- a) This RFP is requested as turnkey, point-to-point full service, including cables, connectors, and anything necessary to terminate the connection into CMSD's equipment that may be needed to implement the service.
- b) The terminating equipment must interface with the District's Local Area network (LAN) equipment and must be included in the service (new routers).
- c) The proposer must not exclude any equipment whatsoever that may be needed to implement the service.
- d) Responsibility for installing, testing, maintenance, and repair or replacement of the equipment rests with the service provider and not the District.
- e) Equipment supplied by service provider will not exceed manufacturers End of Sale (EOS) date.**
- f) The on-premises equipment will be provided by the same service provider that delivers the WAN service.
- g) Ownership of the equipment will not transfer to the District in the future.
- h) Upfront, capital charges of the on-premises equipment are less than 67% of total charges (recurring plus non-recurring) in the funding year.
- i) The Local Area Network of the District is functional without dependence on the equipment.
- j) All on-premises equipment must meet E-Rate requirements for Priority One equipment which can be found at <http://usac.org/sl/applicants/beforeyoubegin/eligible-services/category-one.aspx>.

The Respondent shall supply, install, configure, test, start-up, service, and maintain a district-wide high-speed Wide Area Network at an all-inclusive, competitive price. It is imperative that creativity, flexibility, adaptability and scalability be given serious attention as fluctuations and/or ability to obtain E-Rate funds in continuing years is pursued. Any expansion and continuation of the network must provide fair and equitable access for all CMSD schools and their students no matter where that school is geographically located. Of paramount importance to the expansion and continuation of the network service offering is that this expansion and upgrade must be planned and executed to, at a minimum, provide services at or better than the level of service outlined below, minimize disruption of current services for students, teachers and staff and follows acceptance of the district's E-Rate application.

The successful Respondent will work closely with CMSD staff to gain an understanding of the current and future direction of Internet, voice, video, and data networking at CMSD. The new service must be able to support the technologies and applications we have now and will be implementing in the future. The successful Respondent will also meet individually with the Chief Information Officer and CMSD Network Operations team, as well as other departments to gain an understanding from each department's perspective, the current and future demands on the network infrastructure based on their technology direction. The successful Respondent will

perform a site survey of the all CMSD facilities. The survey will include the data center, demarcation locations, wiring closets, etc.

Successful Respondent responsibilities will include but are not limited to:

- Gather requirements from CMSD
- Develop detailed logical and physical diagrams for all network designs
- Design review with CMSD for approval and signoff
- Develop detailed project plans
- Project plan review with CMSD for approval and signoff
- Manage the installation
- Order, install, configure and test equipment, software and circuits
- Implementation to production network
- Facilitate migration of systems and services to new technologies
- Maintain the WAN network
- Follow CMSD change management procedures
- Coordinate with CMSD for scheduling changes
- Coordinate with CMSD for verification of changes
- Thoroughly document all implemented configurations
- Document designs, configurations, project plans and all other supporting project information, as well as electronic copies
- Turn over all documentation to CMSD at completion
- Perform knowledge transfer to CMSD network services for the implemented network technologies as allowed by E-Rate eligibility guidelines for training services (designs, configurations, standards, management, etc)
- After deployment, provide on-going weekly performance and utilization reports of network components and links
- Provide all billing to clearly show E-Rate eligible goods and services and clearly break out any non-eligible components.

The funding for this contract comes from both local funds and the Federal E-Rate program. The technical and functional solution proposed must be flexible, scalable, and creatively approached by the Respondent. Vendor must demonstrate a knowledge of and compliance with current E-Rate eligibility requirements. Funding for Cleveland Metropolitan School District will continue to be a factor in determining what kind of technology and service offerings can be deployed in our public school system environment.

Charges should be noted as monthly, and include one-time-only (OTO), non-recurring charges, if necessary, as a separate line item. If any non-recurring charges are included in the monthly service charges, the vendor must note how much of the non-recurring charges are included in the monthly service charge.

Furthermore, the Responder must fully understand the E-rate eligibility conditions for funding support for the lease of on premise equipment that the Federal Communications Commission (FCC) affirmed in the Tennessee Order (FCC 99-216). The key points are noted below; the link to the USAC site for more detail is included at the end of this section. Responders are urged to review the specifics on the USAC site, as well as to read the Tennessee Order to fully understand the E-rate eligibility requirements to fulfill the Request for Proposal on the above services.

1.2 Minimum Requirements

NETWORK CONNECTIVITY

Network connectivity requirements will include a minimum of one (1) Gbp scalable to ten (10) Gbps consistent carrier-grade throughput capacity (not bandwidth) for all facilities. Recommendations will be accepted by CMSD, yet the final determination of which sites receive which speed will be at the full discretion of CMSD.

Throughput must be easily scalable in a cost effective way. At the request of CMSD, Respondent will be able to scale-up throughput as needed within a three (3) month period of receipt of request.

Describe in detail the proposed fiber optic topology (redundant ring, ring, mesh, etc.)

- Describe the backbone and per-link bandwidth of the proposed solution
- Describe use of Network Multiplexing, including link and type of multiplexing
- Describe equipment to be used and type of hand-off to CMSD LAN
- Describe how the proposed equipment/design is scalable in a cost effective manner

Minimum Technical Requirements

If Respondent does not meet the minimum 1Gbps consistent carrier-grade throughput capacity the proposal will not be considered for further evaluation.

Reliability, Resiliency, and Recovery

- a) The proposed network shall be designed around a multiple hub concept to provide load balancing with fault recovery capability.
- b) The reliability of the network should be enhanced through diverse routing where feasible.
- c) Each proposal must detail the guaranteed level of service to be provided by the proposed network, if any. In particular, each must address CMSD's manner of obtaining reparation for outages lasting longer than a prescribed period, or recurring more than a minimum number of times within a given period, etc.
- d) Each Respondent shall submit clear documentation detailing the calculated reliability of the proposed network, discussing and detailing routing provided within the Respondent's internal network to support CMSD's operations and outlining disaster recovery plans to ensure rapid and accurate restoration of CMSD's service in the eventuality of a major outage of the Respondent's network affecting any of the CMSD locations.
- e) Minimum of one (1) Gbps point-to-point fiber service.
- f) Operates over multimode, or single mode fiber optic cable at one (1) Gbp scalable to ten (10) Gbps.
- g) Provide diagram showing proposed fiber configuration. Acceptable physical configurations are point-to-point, single point to multi-point, or multi-point to multi-point data transport configuration using fiber.
- h) End-user connections must be Ethernet rates
- i) Proposal must include hardware components to terminate Gigabit Ethernet circuits, scalable to ten (10) Gbps.
- j) Proposal must include management, maintenance and monitoring of circuits and associated equipment.
- k) Connections from a virtual view must be point-to-point. Data must travel from the site to the head end; direct site to site communications is **not** to be permitted. All traffic must pass through the head end which is located on the 14th floor of 1111 Superior Avenue, East.

- l) Handoff to the District at non-core CMSD locations must be multimode fiber. Non-core locations are any location other than 14th floor of 1111 Superior Avenue, East (CMSD).
- m) Diversity for the connections at each building is not required; however, it is preferred.
- n) Provider shall identify locations using the same medium (i.e. fiber ring) and notify the District if the location is moved to a different location.
- o) If the District relocates its head-end, the vendor must accommodate such a request in a reasonable period of time not to exceed three (3) months.

4. NETWORK IMPLEMENTATION

- a) Respondents shall provide proposed installation and cutover plans, and a schedule for review. After award, Respondent will then provide a more detailed cutover and test plan which identifies dates, personnel involved, contact telephone numbers, and testing procedures. The Respondent will also be required to provide a phased plan for relocation of all existing services to the new network. The plan should address the use of dual service and temporary circuits to insure that no downtime will be experienced and shall detail plans for the coordinated removal of carrier-supplied equipment at all locations.
- b) Respondent shall provide and pay for all labor, materials, equipment, tools, utilities, and services necessary for the proper installation and testing of the network, including all termination and electronic equipment provided.
- c) Respondent shall coordinate with CMSD to insure that no interference or interruptions of CMSD' operations occur.

Installation: CMSD will provide the successful Respondent access to the job sites during normal business hours (7 AM – 6 PM). The Respondent will supply: All equipment and services as specified in their proposal, including design, project management, installation, integration, and support material to provide a completely operational system. Assembly and installation will be performed during normal business hours, unless otherwise approved.

- a) Project and engineering review weekly with CMSD personnel in a 2-hour project meeting prior to and during the installation phase of the project.
- b) A detailed site survey is required for each and every location within this project. The site survey shall be in the form of a deliverable document detailing all requirements. This site survey is required prior to the Respondent starting work at the job site.
- c) Respondent must include the cost to extend the demarc from building entrance to the sites' MDF.

Record Documents: Within two (2) weeks of completion of the installation, Respondent shall submit to CMSD the following record documentation. The network shall not be accepted prior to review by CMSD of the required record documents.

- a) For constructed external network, detailed diagrams of the equipment provided and installed, including physical placement, capacities, individual component part numbers and serial numbers, wiring diagrams, and other information to allow ongoing operation and maintenance of the installed network by CMSD or a third party. The diagrams and drawings shall be provided in hard copy and electronic format.
- b) For leased service, circuit information on all circuits and network components intended to be installed at each location. The records must contain sufficient detail to allow CMSD to cross-reference the records

- on all provided reports and monthly billing.
- c) Six (6) complete and reproducible sets of network circuit and demarcation documentation, consisting of an accurate diagram of the network as installed, along with tabulated circuit inventories for each location indicating circuit type, quantity, and configuration.
 - d) Copies of all circuit test results, including location and date of test, and name of person performing test. These shall demonstrate and document individual circuit performance prior to placing the circuit into service.

5. NETWORK DESIGN/DIAGRAMS

The network physical layout is the physical network's topology and overall architecture that is to be deployed throughout CMSD. Designing and implementing the CMSD infrastructure will require a hierarchical, network architecture and geographically dispersed physical presence to CMSD schools. Although the Respondent can design and deploy the CMSD network infrastructure in a manner consistent with internal best practices, it should consider:

- Quantity and growth of CMSD End Users and network systems for a given physical location and region
- Flexible and scalable network bandwidth and network connectivity to CMSD End User sites throughout the district
- Reliability, resiliency, and fault tolerance of the design. All proposed equipment must be capable of 99.99% reliability or better.
- Cost effectiveness of the design

6. SUPPORT

The support structure must include all required hardware, software and services to deliver full E-Rate eligible Technical Support and Maintenance for the CMSD environment to support the breadth and scope of the CMSD network. Specifically, the awarded vendor will be expected to include consulting services and equipment to configure, monitor, optimize and support the school-based Wide Area Network services for all sites and administrative buildings.

Provider must make support services available 24 hours/day, 7 days/week through e-mail and a toll free or local access phone line. This service will provide same-day response to questions about support. The provider must show the ability to provide 99.99% up time backed by an appropriate Service Level Agreement (SLA).

SERVICE LEVELS

- Connectivity =100%
- Functioning hardware, software/ network components = 100%
- Latency less than or equal to 8ms (Network response time no greater than eight (8) milliseconds between CMSD WAN edge devices averaged over a five (5) minute period.)
- Site data circuits/switch monitoring = 100%
- Response time to data circuit outage less than or equal to 15 minutes
- The District should receive a Circuit Outage notification email less than 30 minutes of the outage
- Provider's network shall distribute QoS packets unchanged = 100%

Proposed services will include maintenance support capabilities 24 hours a day 365 days per year. Provider will be expected to provide 2 and 3 tier dispatched/remote Field Technical Support services for hardware/software diagnostics, repair and replacement. Provider should include sample resumes of the proposed skilled technicians, highlighting all applicable certifications.

Specifically define the escalation procedures for service interruptions, to include:

- Definition of Major Outage
- Guaranteed response times for repair
- Network monitoring capabilities and responsibilities
- Call escalation matrix with names and phone numbers according to severity

Provide an Incident Matrix with priority levels with escalation paths and timelines. Each incident will be assigned a unique Trouble Ticket Number, and severity level. CMSD will assign one (1) of (5) priority levels to all trouble tickets as they are created. The priority impacts the treatment of a trouble ticket in a number of ways including the level of urgency in assigning resources and adjustment of the escalation process. The priority levels are as follows:

- Priority 1: Production network is down, critical impact to business operation. Provider and CMSD will commit substantial resources around the clock to resolve the situation.
- Priority 2: Production campus is severely degraded, significant impact to business operation. Provider and CMSD will commit full time resources around the clock to resolve the situation.
- Priority 3: Network performance degraded; network functionality impaired, most business operations continue
- Priority 4: Customer requests information or assistance on device capabilities or configuration.
- Priority 5: Internal request reserved for planning, certifying, testing and activating new customer site.

Prices submitted must include Service Level Agreement (SLA) terms that specify loss, latency, jitter, mean time between failure, and credits for violating the terms of said agreement. See Appendix C below for additional requirements.

7. PERFORMANCE REPORTS

Schedule for performance reports will be weekly during implementation; bi-monthly during the first year of the contract and monthly for the remainder of the contract. The periodic reports must include:

- End Site Availability - Connection downtime information on all sites unavailable for four (4) or more hours during a 24 hour period.
- Site Connection Average Bandwidth Utilization. Provides bandwidth utilization information for site connections to aggregation sites; assuming an aggregation solution is implemented.
- Uptime/downtime by device (with reasons for extended outages)
- Others as recommended by the successful Respondent.

8. NETWORK MANAGEMENT

(Note that not all network management goods and services may be E-Rate eligible. Vendors shall call out the eligibility of each item proposed and cost-allocate accordingly).

What is the name of the Network Management System (NMS) that would be implemented? NMS must control WAN devices including features and functions such as:

- Configure devices, storing the configuration images on the management platform.
- Monitor equipment via Remote Network Monitoring (RMON) or Simple Network Management Protocol (SNMP) for performance.
- CMSD will require at a minimum Simple Network Management Protocol (SNMP) “read” access and Cisco Netflow enabled to devices that are implemented.
- Alarms of failed hardware or network problems.
- Upgrading equipment firmware/software images as required.
- Ability to secure and monitor external, connected networks.
- Create policy-based network rules for managing traffic.
- Audit network performance and reliability for documenting service level agreements with customers.
- Create quality of service contracts, and indication of violations of the contract.
- Specific training on the NMS software provided to CMSD network staff.

9. TRANSITION OF WAN

When the proposal is awarded and a contract is signed, CMSD will work with the Respondent and Project Manager to complete a seamless transition of services. CMSD must be assured that services will be seamlessly transferred to the incoming Respondent. The incoming Respondent will maintain full connectivity during the transition except for minimal downtime at individual locations as they are cutover to the new service at no additional cost to CMSD. The transition should involve only minimal disruption to network connectivity during business hours. Maximum allowable down time during CMSD business and/or school hours is four (4) hours.

Respondent shall provide copies of all circuit test results prior to cutover of service, and shall be capable of demonstrating and documenting individual circuit performance prior to placing the circuit into service

Respondent will be required to provide circuit information on all circuits and network components for all locations. The records must contain sufficient detail to allow CMSD to cross-reference the records on all provided reports and monthly billing.

Proposal components for this section must include an overall project work plan in Microsoft Project Server format, which includes, but is not limited to:

A description of the steps necessary to complete the installation process and school system level acceptance testing. The network will be deemed acceptable and complete when the following criteria are met at each site:

- Proof that the school system has the appropriate throughput as outlined in the Scope of Services
- School system has district-wide connectivity and Data Center/Internet Access
- A timeline of events for implementation, bearing in mind that all school system level acceptance testing must be completed.

- A communication plan for establishing and maintaining communications with network entities and district personnel with regards to the progress of the installation
- Detailed contingency plans if installation is not complete or acceptance testing does not meet district specifications
- Staffing Assignments (including responsibilities of district staff)

5. CONSTRUCTION:

- a) If construction or leased services is a significant component of a given proposal, the following qualifications criteria will apply:

Respondents for the work under this specification must be recognized suppliers of such equipment or services, and must have personnel with experience, training and skill to provide a practical working system. The personnel proposed by the Respondent to install any equipment proposed under these specifications must have demonstrable extensive experience and training on the specific equipment to be provided. Complete resumes, detailing experience and training, must be submitted for key personnel who will be involved in the construction.

As part of the evaluation process, or during any construction phase, the Respondent may be required to furnish acceptable evidence of manufacturers' training. Refusal or inability to furnish acceptable proof of training or experience shall be grounds for the request for removal of certain personnel from working on this project. Respondent shall, upon the request of CMSD, immediately remove requested personnel from the project, and furnish replacement personnel with the necessary experience or training within a reasonable time, not to exceed one working day.

- b) LEASED SERVICE PROPOSALS: Respondents shall be telecommunication providers operating under the regulations of the Federal Communications Commission, the Telecommunication Act of 1996. Respondents should provide documentation of experience in the installation, operation, and maintenance of networks that provide telecommunication services.

c) GROUNDING

- i. Any equipment provided and installed on CMSD facilities must be properly grounded. Equipment chassis grounds shall be single point grounded to an approved building electrical service entry ground or other suitable ground point. Equipment safety grounds shall be made using traditional electrical industry practices. The Respondent shall provide properly sized ground lugs, bolts, grounding conductors and all grounding requirements.
- ii. All grounding shall meet the letter and intent of NFPA-70-2008 NEC requirements.
- iii. Neither the approval of equipment and circuit lists, nor approved shop drawings or network diagrams, shall relieve Respondent from responsibility for providing a complete and working network, or the omission of any vital accessory, particularly safety devices.
- iv. Respondent shall perform inspection of the project as a whole for each facility to assure that the work is completely installed and tested before notifying CMSD of readiness for final cutover. Evidence during cutover that such inspection has not been performed shall be grounds for rejection of installation and rescheduling of cutover.

11. OTHER SERVICES

The awarded contract may be a vehicle for CMSD to contract for future eligible related E-Rate services. CMSD may, from time to time, require changes in the scope of the services of the Respondent to be performed herein. Such changes, including any increase or decrease in the amount of the Respondent's compensation, must be mutually agreed upon in writing by CMSD and the Respondent. The Respondent shall only be compensated for services authorized, pursuant to the Request for Proposal or, if no provision exists pursuant to a Change Order.

SPECIAL CONSIDERATIONS

The District has an option to terminate the current contract for 1 Gbps fiber optic data service on June 30, 2016. The District wishes to engage in a three-year (36 months) term with a fourth and a fifth year options at the discretion of the District.

LOCATIONS THAT MAY NEED TO BE CONNECTED

The list of District sites found in Appendix B is all inclusive. The District is interested to know both the non-recurring (implementation) costs and the monthly service costs for all of the sites listed; however, should the District engage in a multi-year contract with the selected vendor or have service on a month-to-month basis, the District will select specific sites on an annual basis for service delivery and/or non-recurring implementation costs with the expectation that an annual addendum would be appended to the contract specifying for which sites the 1Gbps fiber service is desired. This is necessitated due to the on-going district-wide new construction and renovation of school buildings and the Cleveland Plan.

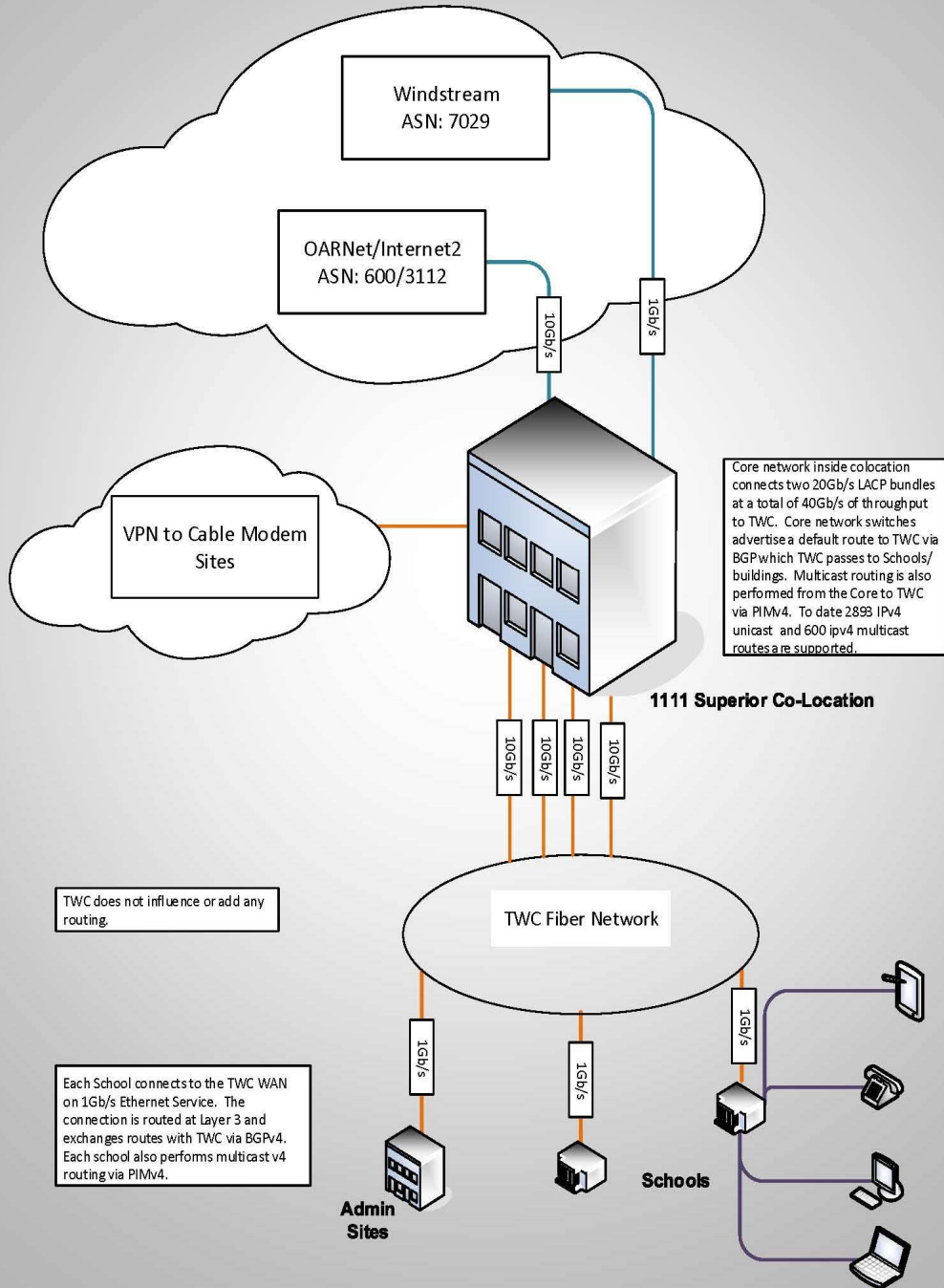
APPENDIX B – SITE LISTING

	Site	Address
1	Adlai Stevenson	18300 Woda Ave 44122
2	Admin	1111 Superior Avenue, East 44114
3	Albert Bushnell Hart	3900 E 75th 44105
4	Alfred Benesch	5393 Quincy Avenue 44104
5	Almira	3375 West 99th Street 44102
6	Andrew J Rickoff	3500 E 147th St 44120
7	Anton Grdina	2955 E 71st St 44104
8	Artemus Ward	4315 W 140th St 44135
9	Bard Early College @ Carl Shuler	13501 Terminal Ave 44111
10	Benjamin Franklin	1905 Spring Rd 44109
11	Bolton	9803 Quebec Ave 44106
12	Buhrer	1600 Buhrer Ave 44109
13	Campus International High School	3100 Chester Ave 44115
14	Campus International School	2160 Payne Ave, 44114
15	Charles Dickens	13013 Corlett Ave 44105
16	Charles Eliot	15700 Lotus Dr 44128
17	Charles Mooney	3213 Montclair Ave 44109
18	Clara Westropp	19101 Puritas Ave 44135
19	Clark	5550 Clark Ave 44102
20	Cleveland H.S. for Digital Arts	1440 Lakeside Avenue 44114
21	Cleveland School of Arts	2064 Stearns Rd 44106
22	Collinwood	15210 St Clair Ave 44110
23	Daniel Morgan	8912 Morris Court 44106
24	Denison	3799 W 33rd St 44109
25	Dike Montessori (ARTS Lower)	2501 E. 61st Street 44104
26	Douglas McArthur	4401 Valleyside Rd 44135
27	East (Professional)	1349 E 79th St 44103
28	East Clark	885 E 146th St 44110
29	East Tech	2439 E 55th St 44104
30	Euclid Park	17914 Euclid Ave 44112
31	Franklin D Roosevelt	800 Linn Dr 44108
32	Garfield	3800 W 140th St 44111
33	Garrett Morgan New	4600 Detroit Ave, 44102
34	George W Carver	2200 E. 55th St 44104
35	Ginn Academy @ M. Spellacy	655 East 162nd St 44110
36	Glenville	650 E 113th St 44108
37	Halle	7901 Halle Ave 44102
38	Hannah Gibbons	1401 Larchmont Rd 44110
39	Harvard Bus Depot	4177 E 49th St 44105

40	Harvey Rice	2730 E 116th St 44120
41	Health Careers Bldg - Design Lab Schl	1740 East 32nd Street 44114
42	James Rhodes	5100 Biddulph Ave 44144
43	Jane Addams	2373 E 30th St 44115
44	John Adams	3817 Martin Luther King Jr Dr 44105
45	John F Kennedy New	15111 Miles Ave 44128
46	John Hay	2075 Stokes Blvd 44106
47	John Marshall	3952 West 140th Street 44111
48	Joseph Gallagher	6601 Franklin Blvd 44102
49	Kenneth Clement	14311 Woodworth Rd 44112
50	Lake Center Bus Depot	870 E 79th St 44103
51	Lincoln West	3202 W. 30th St. 44109
52	Louis Agassiz	3595 Bosworth Rd 44111
53	Louisa M. Alcott	10308 Baltic Rd 44102
54	Luis M. Marin	1701 Castle Ave 44113
55	Marion Seltzer	1468 W 98th Street 44102
56	Marion-Sterling	3033 Central Ave 44115
57	Mary Bethune	11815 Moulton Ave 44106
58	Mary Martin	8200 Brookline Ave 44103
59	Max Hayes (New)	2211 W. 66th Street 44102
60	MC2STEM@ Great Lakes Science Ctr	601 Erieside Ave 44106
61	Memorial	410 E 152nd St 44110
62	Michael White	1000 E 92nd St 44108
63	Miles Park	4090 E 93rd St 44105
64	Miles	11918 Miles Avenue 44105
65	Mound	5935 Ackley Rd 44105
66	Nathan Hale	3588 Martin Luther King Jr 44105
67	New Tech West @Brooklawn	11801 Worthington Ave.
68	Newton D. Baker	3690 W 159th St 44111
69	Oliver Perry	18400 Schenely Ave 44119
70	Orchard	4200 Bailey Avenue 44113
71	Patrick Henry	11901 Durant Ave 44108
72	Paul Dunbar	2159 W. 29th St., 44113
73	Ridge Road Depot	3832 Ridge Road 44144
74	Riverside	14601 Montrose Ave 44111
75	Robert Jamison	4092 E 146th St 44128
76	Robinson G. Jones	4550 W 150th St 44135
77	Scranton	1991 Barber Ave 44113
78	Stone Brook Montessori	975 East Blvd. 44108
79	Success Tech	1440 Lakeside Ave, 3rd Fl, 44114
80	Sunbeam	11731 Mt Overlook Ave 44120
81	Thomas Jefferson	3145 W 46th St 44102

82	Trades Building	3840 Ridge Road 44144
83	Tremont Montessori	2409 W 10th St 44113
84	ValleyView Boy's Leadership	17200 Valleyview Ave 44135
85	Wade Park	7600 Wade Park Ave 44103
86	Walton	3409 Walton Ave 44113
87	Warner Girl's Leadership	8315 Jeffries Ave 44105
88	Washington Park	3875 Washington Pk Blvd 44105
89	Waverly	1805 W 57th 44102
90	Whitney Young	17900 Harvard Ave 44128
91	Wilbur Wright	11005 Parkhurst Dr 44111
92	William C. Bryant	3121 Oak Park Ave 44109
93	William R Harper	5515 IRA Ave 44144
94	Willson	1126 Ansel Road 444108

Cleveland Metropolitan School District High-Level WAN Drawing



APPENDIX C

SAMPLE SERVICE LEVEL AGREEMENT LANGUAGE

SERVICE LEVEL AGREEMENT – Primary elements, open-ended

Please submit SLA on proposed design(s). SLA, at a minimum must include:

- A) Network Availability
- B) Packet Delivery Scope
- C) Network Latency Scope
- D) Outage Reporting Scope
- E) Circuit Installation Scope
- F) Remedy when SLA is not met

SERVICE LEVEL AGREEMENT LANGUAGE – Tiered

CMSD is exploring the practicality and affordability of three tiers of Service Level Agreements (SLA).

NOTE: Respondent will provide pricing on each of the following tiers of SLAs with their Proposal Pricing. Where liquidated damages are referred to, the Provider and CMSD agree that the CMSD's damages following the occurrence of any event set forth in this Section herein are difficult or impossible to accurately estimate or calculate.

Tier 1

- 2-hour response time on any trouble discovered or reported. Response will be defined as trouble isolation with communication back to the Technology Services Office and appropriate dispatch as required.
- Services restoration is expected in all cases within 4 hours.
- For any outages not reacted to within the 2-hour and 4-hour time frame the Respondent agrees to pay CMSD 20% of the total monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.
- For any outages lasting for more than 12 hours, Respondent agrees to pay to CMSD, 30% of the total monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.
- For any outages lasting for more than 24 hours, Respondent agrees to pay 50% of the total monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.

Tier 2

- 2-hour response time on any trouble discovered or reported. Response will be defined as trouble isolation with communication back to the Technology Services Office and appropriate dispatch as required.
- Services restoration is expected in all cases within 12 hours.
- For any outages lasting for more than 12 hours, Respondent agrees to pay to CMSD, 25% of the total monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.
- For any outages lasting for more than 24 hours, Respondent agrees to pay 50% of the total monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.

Tier 3

- 4-hour response time on any trouble discovered or reported. Response will be defined as trouble isolation with communication back to the CMSD Information Technology Office and appropriate dispatch a required. Services restoration is expected in all cases within 24 hours.
- For any outages lasting for more than 24 hours, Respondent agrees to pay CMSD, 25% of the total monthly charges associated with the site of the trouble as liquidated damages and not as a penalty.
- For any outages lasting for more than 48 hours, Respondent agrees to pay 40% of the total monthly charges associated with the campus of the trouble as liquidated damages and not as a penalty.
- CMSD does not expect the Respondent to pay more than 100% of the total monthly charge for multiple outages within the same billing period as liquidated damages.
- It is the intent of CMSD to obtain robust high-speed WAN services. While this document contains liquidated damages, it should be understood that recurring service problems (trouble reports for similar issues) could result in the provider being held in default.

Respondent will provide:

- To CMSD, a real-time view into Respondent's trouble ticket system and into the Respondent's event notification system for verification of troubles.
- A monthly report on all trouble activity on the procured services.

To ensure that the customer satisfaction rate is 98% or better, CMSD shall perform periodic random samplings of the CMSD network users through a web survey. The Respondent shall support this effort with any documentation needed for the survey as well as web support to accomplish the survey.

Proposal components for this section must include:

- Sample of Respondents Service Level Agreements.
- A description of how Respondent will deliver each of these service levels.
- Screen shots of the real-time view into Respondent's trouble ticket system and screen shots of the Respondent's event notification system for verification of troubles.
- A sample of the monthly trouble activity report.

SERVICE LEVEL AGREEMENT LANGUAGE – Minimum Requirements

The WAN Network to any given site would be considered “critical issue” if any of the following conditions occur:

Critical Issues

- Degraded or no data connectivity to any centralized resources and/or the Internet due to a WAN issue
- Failure to meet bandwidth throughput requirements
- Network response time no greater than eight (8) milliseconds between CMSD WAN edge devices averaged over a five (5) minute period.
- For the CMSD End site device where traffic flows, there shall not be greater than 0.5% total packet loss (e.g., dropped packets) per fifteen (15) minute interval at an end campus at any time.
- For the CMSD End site device where traffic flows, there shall not be greater than 0.5% total corrupt packets (e.g., bad packets) per fifteen (15) minute interval at an end campus at any time.
- Any WAN Network issue that negatively impacts the day-to-day operations of CMSD.
- Problems or outages of the CMSD monitoring/management system.
- Scheduled adds/moves/changes not occurring within 24 hours. In the event of unforeseen delays such as those associated with construction projects, respondent will need to cooperate with CMSD on rescheduling a new target date.
- Any violation of network security requirements as defined in the RFP.
- Failure to meet required per-building cut over time windows (Max allowable down time during CMSD business and/or school hours is xx hours).
- Planned outages not scheduled and approved by CMSD.
- Failure to meet overall timeline for full cutover of all site. All sites must be cutover within (x) months of beginning of contract interval.
- Failure to meet x-month timeframe from initial request for scalability.
- Any major problem not resolved in the maximum response time.

The WAN Network to any given site would be considered “Major issue” if any of the following conditions occur:

Major Issues

- Any developing negative performance trends as indicated by network monitoring systems
- Any major hardware/software alarms (as negotiated) that would indicate an impending failure on any WAN equipment
- Any minor problem not resolved in the maximum response time

The WAN Network to any given site would be considered “Minor issue” if any of the following conditions occur:

Minor Issues

- Any hardware/software alarms that could eventually escalate to a major or critical issue.
- Any problems with the provider's trouble ticket system
- Failure to provide accurate documentation/diagrams as required by the agreement
- Any issue that has the potential for negatively affecting the functional performance of the WAN

	Response Time	Resolution Time	Notes
Critical	30 Minutes	24 Hours	
Major	60 Minutes	72 Hours	
Minor	60 Minutes	7 Days	

RESPONSE TIME

- The provider will respond to issues according to the following schedule.
- Required Response/Resolution

APPENDIX D

RESPONDENT’S EXPERIENCE REFERENCE FORM

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

1. EXPERIENCE:

Years in business under present name: _____

Years performing work specialty: _____

Licenses currently valid in force: _____

2. REFERENCES

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

Reference #1

Industry: _____

Firm/District Name: _____

Address: _____ Contact Name

&Title: _____

Telephone #: _____ Email Address: _____

Reference #2

Industry: _____

Firm/District Name: _____

Address: _____ Contact Name

&Title: _____

Telephone #: _____ Email Address: _____

Reference #3

Industry: _____

Firm/District Name: _____

Address: _____ Contact Name

&Title: _____

Telephone #: _____ Email Address: _____

Authorized Representative's Signature _____

Company Name: _____

APPENDIX E

PROPOSAL PRICE FORM

ANTI-COLLUSION STATEMENT: The undersigned certifies that this proposal was prepared without prior understanding, agreement, or connection with any corporation, firm or individual submitting a proposal for the same contractual service, and is in all respects fair and without collusion or fraud in order to gain an unfair advantage in the award of this proposal. Respondent acknowledges that all information contained herein is part of the public domain.

Description	Monthly Price	Annual Price
a) Total Turn-Key Solution Price, all sites:	\$ _____	\$ _____
b) Per site/1000 Mbps Bandwidth:	\$ _____	\$ _____
c) Per site/10,000 Mbps Bandwidth	\$ _____	\$ _____
d) Temporary T1 Link – any location	\$ _____	\$ _____
e) Recurring Charges	\$ _____	\$ _____
f) Remove Site	\$ _____	
g) Add Site	\$ _____	
h) Grand Totals	\$ _____	\$ _____

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

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

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

representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

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

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Dated at _____, this _____ day of 20 _____.

Organization Name: _____

Affix Corporate Seal

Authorized By: _____ Date

signed: _____ Typed Name and Title: _____

(Corporations must affix seal. Failure to do so may subject Applicant to rejection.)

Sworn to and subscribed before me this day _____ of 200____.

Notary Public Commission Expiration Date

