



REQUEST FOR PROPOSAL

RFP# 21319

For

**DEPARTMENT OF INFORMATION TECHNOLOGY
CUSTOMER SERVICE PARTNER**

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

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

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Part I: Notice of Request for Proposal #21319

DEPARTMENT OF INFORMATION TECHNOLOGY CUSTOMER SERVICE PARTNER

Separate Sealed proposals for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on June 18, 2021**. **Mailing of RFP responses are encouraged. However, hand deliveries will only be accepted from 11:00 AM to 1:00 PM on June 18, 2021. PPE IS REQUIRED TO BE WORN FOR ENTRANCE TO AND WHILE IN THE BUILDING.** This RFP will not be publicly opened.

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

There will be a Pre-Proposal Conference for this RFP on **May 27, 2021 at 2:00 PM**. The Pre-Proposal Conference **will be held via Zoom**. The Zoom link and log in information will be forwarded via Addendum and posted on CMSD Webpage at clevelandmetroschools.org/purchasing and click on the RFP number (21318).

NO IN-PERSON Pre-Proposal Conference will be held.

All questions and correspondence related to this RFP must be submitted in writing **ONLY** by **12:00 pm on May 28, 2021** at seletha.thompson@clevelandmetroschools.org. All questions with corresponding answers will be sent to every prospective vendor and posted on the website no later than June 8, 2021. Any errors and/or omissions reported will be addressed via Addenda.

No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.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 has implemented the new federal guidelines regarding procurement utilized with federal grants.

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

M. Angela Foraker
Executive Director of Procure to Pay
May 21, 2021

Section I: Instructions to Proposers

SCOPE: DEPARTMENT OF INFORMATION TECHNOLOGY CUSTOMER SERVICE 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 at the Cashier's Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on June 18, 2021. Mailing of RFP responses are encouraged. However, hand deliveries will only be accepted from 11:00 AM to 1:00 PM on June 18, 2021. PPE IS REQUIRED TO BE WORN FOR ENTRANCE TO AND WHILE IN THE BUILDING.** This RFP will not be publicly opened.
3. All submissions must include **one (1) original, with blue ink signatures, three (3) paper copies of the proposal, and one (1) electronic copy of the proposal on a flash drive.** Vendors who do not comply with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Proposal will be disqualified. This applies to copies only.

Proposals that are submitted must include:

- a. Completed Proposal Form(s) including evidence of State certification to perform the work required.
- b. Signed Acknowledgement for Instructions to Proposers
- c. Signed and notarized Proposer's Qualification Form.
- d. Completed Addendum Acknowledgement Form acknowledging all addenda issued (if applicable).
- 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.

4. 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.
5. No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.
6. 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.
7. Proposer understands and agrees that subsequent to submission of the proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the proposer.
8. Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.
9. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
10. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
11. Proposer further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the RFP.
12. Proposer must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.
13. Proposer shall not include Ohio Sales tax in the price quoted. The Cleveland Metropolitan School District will provide a tax exempt certificate to the proposer upon request.
14. **SECURITY:** Vendor's workmen, foremen, other personnel, and subcontractors who will be working on District property will be required to meet Cleveland Metropolitan School District security requirements. Vendor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off the project and without prejudice or recourse to CMSD.
 - Vendor agrees to successfully complete background checks on all of its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such person has been convicted of, or pleaded guilty to, any criminal offense enumerated in O.R.C. 3319.39(B) or equivalent provisions under the laws of another state or the Federal Government.
15. **INSURANCE:** The successful company, their subcontractors and suppliers of labor and/or materials for this project on behalf of the Cleveland Metropolitan School District, including organizations having personnel, equipment, and vehicles on District property, shall provide evidence of insurance as follows:

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

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

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

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

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

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

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

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

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

- 17. **REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFP must be directed to: 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.

- 18. EVALUATION CRITERIA.** Evaluation of the proposal will be based upon several factors including, but not limited to: competence to perform the required services as indicated by the training, education and experience of the firm's personnel, especially the training, education and experience of the employees who would be assigned to perform the services; ability in terms of workload and availability of qualified personnel, equipment and facilities to perform the required services competently and expeditiously; past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work and meeting of deadlines; and other similar factors. The District is not required to select the firm that submits the lowest cost proposal for providing the services. In the event the District is unable to negotiate a satisfactory contract with the selected firm, the District may terminate negotiations with that firm and enter into negotiations with another firm submitting that submitted a proposal.
19. The Vendor authorizes the District and its representatives to contact the owners and professionals on projects on which the Vendor has worked, and Vendor authorizes such owners and professionals to provide the District with a candid evaluation of the Vendor's performance. By submitting its proposal, the Vendor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Vendor will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.

Part II: District Related Forms

Required Purchasing Division Documents and Instructions

Section I: Addendum Acknowledgement Form for RFP #21319

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

Addendum Number

Date of Receipt

Proposer: _____

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

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

Signature: _____ Date: _____

Section II: Acknowledgement

(Name of Company)

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

By: _____
(Name and Title)

Date: _____

Section III: Vendor Request Form

VENDOR INFORMATION

VENDOR NUMBER
(IF APPLICABLE) _____
VENDOR NAME _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NO. _____ FAX NO _____
Area Code Number Area Code Number

E-MAIL ADDRESS _____
PRIMARY CONTACT PERSON _____

REMIT TO (IF DIFFERENT FROM ABOVE)

VENDOR NAME _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NO. _____ FAX NO _____
(Area Code) Number (Area Code) Number

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

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

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS ENTERPRISE: YES NO

MINORITY BUSINESS ENTERPRISE: YES NO

FEMALE BUSINESS ENTERPRISE: YES NO

Section IV: Taxpayer ID Form

| | | |
|--|--|---|
| Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. | Give Form to the requester. Do not send to the IRS. |
| 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.) | |
| 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 *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| |
|---|
| Social security number |
| [] [] [] - [] [] - [] [] [] [] |
| or |
| Employer identification number |
| [] [] - [] [] [] [] [] [] [] |

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Section V: No Proposal Form

RFP #21319

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

To all prospective bidders/proposers:

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

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

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

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

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

Name of Company: _____

Company Representative: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

Date: _____

Section VI: Certificate of Debarment



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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Section VI: Certificate of Debarment Pg. 2

- 2 -

INSTRUCTIONS FOR CERTIFICATION

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

Section VII: Conflict of Interest Form

Statement of Potential Conflicts of Interest

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

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

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

Yes _____ No _____

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

Name: _____

Position: _____

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

_____ %

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

Yes _____ No _____

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

Name: _____

Job Duties: _____

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

CERTIFICATION

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

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

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

(signature)

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

Notary Public: _____

My commission expires: _____

Section VIII: Proposer Qualifications Form

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

PROPOSER NAME: _____

ADDRESS: _____

CITY; STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

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

- g. Name of shareholders, if less than 10
 - h. Principal place of doing business
6. If you are currently in a partnership, list the following:
 - a. Name and address of all general and limited partners.

 - b. Original name and date of organization's inception
 7. If you are neither a corporation nor a partnership, please describe your organization and list principals.
 8. Are you legally qualified to do business in the State of Ohio?
 9. Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?
 10. Has your organization ever been (i) declared by a customer to be in default under a 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: _____

Section IX: State of Ohio Insurance

Sample: State Of Ohio Insurance

S A M P L E

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

As Superintendent of Insurance of the State of Ohio, I

do hereby certify that _____

a corporation located at _____

in the State of _____

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

authorized to transact in this state its appropriate

business of insurance as prescribed under Section 3941.02.


of Ohio, including Fidelity Insurance.

From _____ 20____, until _____

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

Superintendent of Insurance of Ohio

Section X: Sample Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

Section XI: Non-Collusion Affidavit

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

NON-COLLUSION AFFIDAVIT
State of Ohio, Cuyahoga County

_____, being first duly sworn, deposes and says that

he/she is _____ of _____

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

Affiant

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

Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____

Section XII: Diversity Business Enterprise 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 women.

TERMS

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

for DBE utilization if the DBE utilization rate of the contractor meets the goals established by this Notice.

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

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

1: DBE Form A

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Type of Business (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

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

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

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ (printed) Dated: _____

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 vendor is a subcontractor.

8: DBE Form H

Non-Minority Prime Affidavit (Joint Venture)

STATE OF OHIO

CUYAHOGA COUNTY

AFFIDAVIT

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

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

STATE OF _____] COUNTY OF _____]SS.

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

(Seal)

Notary Public

Commission expires

Section XIII: EOA Contractual Declaration Forms

CMSD Affirmative Action Program

Vendor Contract Compliance, Procedures and Guidelines

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

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

A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT

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

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

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

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

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

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

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

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

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

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

B. EVALUATION OF COMPLIANCE DATA

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

C. AFFIRMATIVE ACTION PLAN

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

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

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

Form 1: Vendor Contract Compliance Form

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Standard Metropolitan Statistical Area: _____

Recruitment Area: _____

Type of Business (product or service): _____

Name of EEO Officer: _____

Signature of Owner, Partner, or Authorized Officer: _____

Name (type or print): _____

Date: _____ Title: _____

Do not complete below this line

Status of Vendor:

Compliance

Conditional Compliance

Non-Compliance

Compliance Pending

Comments: _____

Date: _____ Signature: _____

Form 2: Compliance Declaration

The following must be filled out completely:

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

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

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

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

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

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

(Name of Company)

_____ Date: _____

(Signature of Company Official)

STATE OF (_____)
COUNTY OF (_____)SS.

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

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

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

_____, _____, this

day of _____, 20____.

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

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

PROFESSIONALS

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

TECHNICIANS

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

SALES WORKERS

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

OFFICE AND CLERICAL

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

CRAFTWORKERS (SKILLED)

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

OPERATIVE (SEMI-SKILLED)

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

LABORERS (UNSKILLED)

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

SERVICE WORKERS

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

APPRENTICES

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

Part III: Employment Data Form

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

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

Additional information (optional):

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

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

FIRM OR CORPORATE NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

Section XIV: Term Agreement Sample



Term Agreement – Department of Information Technology Customer Service Partner

SAMPLE ONLY – DO NOT COMPLETE

This Term Agreement is made and entered into by and between the Cleveland Metropolitan School District (the “District”), 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 and Vendor Name, Vendor Address, City, State, Zip (the “Vendor”) for **Customer Service Partner** for the Cleveland Metropolitan School District.

Vendor agrees to adhere to all terms and conditions contained within the specifications and documentation of RFP #21319 and fully understands that their services and/or products will be based according to the Proposal Form(s) submitted by the Vendor.

The Cleveland Metropolitan School District does not commit to any specific dollar figure or quantity amount being awarded to the Vendor for this Term Agreement or possible renewal periods. If Vendor is providing a specific service, vendor agrees to maintain all required insurance, without interruption, during the period of this Term Agreement.

The term of this agreement will begin on July 1, 2021 through June 30, 2022 with two (2) renewal options. The First Renewal Option is for the 22-23 School Year (**July 1, 2022 through June 30, 2023**). The Second Renewal Option is for the 22-23 School Year (**July 1, 2023 through June 30, 2024**). These renewal options will be under the same terms and conditions as the current contract year and at the discretion of the District. The initial contract term start date (July 1) is subject to change at the discretion of the District with written notice to the awarded vendor(s).

Initial Term Agreement rates and/or prices and renewal option rates and/or prices are listed in Attachment “A”, vendors submitted cost proposal, included and made a part herein. Vendor further agrees and understands that all pricing submitted with their proposal is non-negotiable, including renewal option periods.

Either party may cancel this Term Agreement by giving a thirty (30) day written notice to the other party.

Insurance – Vendor, at all times during the term of this Agreement, shall, at its sole cost and expense, obtain and keep in full force and effect:

| | |
|--|--|
| Commercial General Liability – Including limited contractual liability | \$1,000,000.00 Limit of Liability (per occurrence) |
| Umbrella/Excess Liability – With respect to the Commercial General Liability | \$1,000,000.00/\$2,000,000.00 (per occurrence/in the aggregate) |
| Automobile Liability – | \$1,000,000.00 Limit of Liability |

| | |
|-------------------------------|---|
| Including non-owned and hired | (per occurrence) |
| Workers Compensation | Workers compensation and employer's insurance to the full extent as required by law |

All insurance policies shall be issued by an insurance company licensed to do business in the State of Ohio, and is satisfactory to the District, and contains an additional insured policy endorsement name with District as an additional insured.

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

- a. Vandalism damage is defined as damage resulting from criminal conduct for which an individual may (but not necessarily) b prosecuted under the Ohio Revised Code.

Indemnification and Hold Harmless – The Vendor 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 Vendor or its employees, officers, or agents, in the course of the Vendor's performance of this Agreement or the Vendor's failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.

No Damages for Delay - The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Vendor as the result of any project delays, disruptions, suspensions, work stoppages, or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the work or otherwise caused by an act or omission of the District, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Vendor.

Criminal Background Check - Vendor 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 Vendor to the District at vendor's expense.

Damage to Buildings, Equipment, and Vegetation - The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Vendor's failure to use reasonable care causes damage to any District property, the Vendor shall replace or repair the damage at no expense to the District as the District directs. If the Vendor fails or refuses to make such repair or replacement, the Vendor shall be liable for the cost, which may be deducted from the contract price.

Default – Any of the following events constitute default by the Vendor

- a. Non-performance of any term, covenant, or condition of this Agreement by Vendor within the time period
- b. Any act of insolvency by Vendor or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of or relation to debtors
- c. Failure of vendor to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public funds

Effect of Default – In the event of any default by Vendor, the District may do any one or all of the following:

- a. Terminate the contract and withhold funds due, if any, to satisfy any third-party claims
- b. Sue for and recover all damages arising out of Vendors default
- c. Cure the default and obtain reimbursement from Vendor
- d. Exercise any other rights available to it in law or equity

Miscellaneous -

- a. Vendor 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 Vendor's (Bid/Proposal), the terms of this Agreement shall govern.
- e. The paragraph headings are for convenience only and shall not affect the interpretation of this Agreement.
- f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.
- g. The vendor and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.
- h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.
- i. This Agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.

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

Agreed to and signed this ____ day of _____, 2021

VENDOR NAME

_____ Title

CLEVELAND METROPOLITAN SCHOOL DISTRICT

_____ Date
Chief Executive Officer

_____ Date
Chief Financial & Administrative Officer

Approved as to Form: _____ Date
Chief Legal Counsel



Part III: Specifications and Scope of Work

RFP #21319

DEPARTMENT OF INFORMATION TECHNOLOGY
CUSTOMER SERVICE PARTNER

FOR THE

CLEVELAND METROPOLITAN SCHOOL DISTRICT

GENERAL PROPOSAL REQUIREMENTS

The Services. Cleveland Metropolitan School (CMSD), also known as Cleveland Municipal School District, hereby solicits submissions of written proposals on a competitive basis from qualified respondents to provide 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:

Department of Information Technology Customer Service Partner

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.
- All pricing must be in a separate sealed envelope using the RFP pricing form.
- All prices must be line itemized, where applicable (Appendix H).
- 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.
- 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 must 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 must be included in an appendix and clearly identified by section, heading and reference note.

VENDOR QUESTIONS and RESPONSE PROCESS

All questions must be written and directed to **Seletha.Thompson@clevelandmetroschools.org**. All questions received and responses thereto will be distributed via the District’s website and to all partners 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.

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 1 year, with the contract commencing July 1, 2021. The Agreement shall reserve for CMSD

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

PROPOSAL REQUIREMENTS

1. RFP Overview

Learning Vision of Cleveland Metropolitan School District:

“In our pursuit of a more fair, just and good system of education, we want our learners, both our scholars and their educators, to be individually and collectively presented with academically/intellectually complex tasks that are worthy of their productive struggle and allow them authentic opportunities to demonstrate their work and their learning of academic content and transferable skills in a joyful and adventurous environment.”

1.1 Background

The Cleveland Metropolitan School District (CMSD) is a large urban school system with nearly 110 instructional sites, approximately 7,000 teachers and administrative staff, approximately 40,000 students, and nearly 6,300 classrooms. There are approximately 40,000+ personal computers, 5000+ mobile devices, and 100+ software applications within the District.

The Cleveland Metropolitan School District (CMSD) is requesting comprehensive and competitive proposals for its customer services. Details of the service needs and partner qualifications are discussed further within this RFP.

The Customer Service Desk hours are Monday – Friday, 7:00am to 5:00pm (excluding District holidays and calamity “all facilities closed” Days). Hours are consistent with school open times and administration hours of operation.

2. Scope of Service

The vendor will work under CMSD oversight to staff and run a customer service call center. The rest of this section will detail the scope of services included in this RFP.

2.1. Responsibility of the Service Desk Vendor

The vendor will provide knowledgeable and experienced staff of customer service agents to handle calls from families, employees, and any person calling the customer service number. Historic records of calls volume shows that the district can receive around 5,000 calls in a regular month, and that amount can reach 12,000 monthly calls in the peak months of July and August and January.

2.2. Responsibility of other IT service areas

The Department of Information Technology will ensure that the vendor will have all the tools and support they need to be successful. Specifically, the IT service delivery team will assign a person to communicate with the vendor, provide training on the use of the Automated Call Distribution system,

provide training on the H.E.A.R.T. model for customer service, and collaborate with the vendor to create and/or modify Scripts and procedures that govern how calls should be handled.

2.3. Required Services

2.3.1 Service Desk

Customer service agents work onsite in one of the administration buildings in the district weekdays from 7 a.m. to 5 p.m. (excluding District holidays and calamity “all facilities closed” Days). Special assignments requiring overtime will be agreed up as needed. Under COVID-19 safety protocols, customer service agents have been flexible in working remotely and onsite as needed. This trend can continue or might change in the future. Vendor is expected to be flexible enough to accommodate any work arrangements.

Customer service agents answer callers and are expected to:

- Provide contact point for employees and constituents
- Transfer calls (warm transfer) to appropriate department
- Engage customers and record details
- Offer solutions to customer issues/inquiries to prevent a delay of resolution
- Provide a high level of customer service to the user population that is both warm and professional at all times
- Establish and maintain a sound customer relationship between the district and its constituents.
- Provides how-to documentation to employees as needed
- Performs other duties as assigned

2.3.4 Changes to services

Throughout the period of the contract, needs can arise to add new tasks to the customer service function. The expectation is for the vendor to accept those changes without a need to modify the contract, unless:

- The required changes require additional manpower. In that case, the vendor will work with the district to identify the additional resources and amend the contract as needed.
- The nature of the required changes are of a level of complexity or difficulty that makes it unreasonable to expect current staff to develop the required knowledge and skills through training.
- The required changes add tasks that are not related to customer service, or cannot be reasonably linked to the functions that the customer service is expected to perform in the district.

2.3.4 Background Checks

All staff working onsite, or remotely are required to have a background check completed before they start working. This applies after the contract award, and every time a new hire is needed. The vendor will be responsible for processing the background checks, including the processing fees.

3. Solution Requirements

This section details the solution requirements. When responding to the RFP, use this section to structure the response document. The content of the response should be guided by this section, and the scope of work section.

Respondents must submit one original response document with blue ink signatures, and three paper copies, along with two electronic USB drives.

3.1. Response Organization

The response to the RFP consists of three parts: the first part contains the required purchasing division documents, the second part presents the solution, and the third part presents the price of services. Follow the organization rules below to structure the response document. The general appearance and organization of the response will be considered during evaluation:

- 1- Start your response document with a cover page. List the name of your organization, the RFP number and the date of writing the response. You can use any format you choose for the cover page.
- 2- Add a transmittal letter directly after the cover page. Type into a blank white page with Calibri body font size 12, left aligned and use 24 pt. boarder margins measured from edges of page. The letter must identify the business name, phone number, and business web address along with the name, phone number and email address of the key contact persons. The letter must have the signature of a person with authority to obligate the business. The transmittal letter shall also contain a statement that the proposal is a firm offer for a ninety (90) day period.
- 3- Include a table of content of any format after the transmittal letter
- 4- Add a white page after the table of content, type "Part1: Purchasing Division Documents" in the middle of the page, with bold Calibri body font, size 24. Include the RFP number in the page.
- 5- Do not use page numbering for the pages listed so far. For the rest of the document, use numerical page numbers in the center of the page footer. Continue page numbering throughout the rest of the document, except for any appendices. For appendices, use Roman numerals.
- 5- Add the required purchasing division documents as instructed in Part 1, Section II, Instructions to proposer, of this RFP.
- 6- Add a white page after the purchasing division documents, type "Part2: Technical Response" in the middle of the page, with bold Calibri body font, size 24. Include the RFP number in the page.
- 7- The technical response must follow the order described later in this section under point 3.2: Technical part Content

8- Add a white page after the technical response, type “Part3: Price of Services” in the middle of the page with bold Calibri body font, size 24. Include the RFP number in the page.

9- If you would like to add any appendices, add a blank white page after Part 3, Price of Services, then add the appendices. Appendices are treated as additional details, but will not be read as a response to any requested item in the RFP.

10- For the technical and pricing parts, all paragraphs should be written in Calibri body font, size 12, left aligned with 1.5 spacing.

10- For the technical and pricing parts, use three levels of headers: header1 should be Calibri header font, size 16, bold, header 2 should be Calibri header font, size 14, bold, and level 3 should be Calibri header font 12, bold. Use numbers for the three levels (e.g. 1., 1.1., 1.1.1).

3.2. Technical Part Content

The content of the response to the technical part should be organized in the following manner:

1- Company Background:

In a maximum of two (2) pages, present your company with a focus on identifying the following:

- Historical background
- Size of company, revenues and profits over the last three years. Provide actual revenues, profits/losses in your response.
- Nature of business
- Services offered
- Main customers profile
- Specific identification of the nature of the customer service services the company has been offering and for how long.

Be short and precise in your response and avoid adding generic marketing material.

2- Specific Company Qualifications:

In a maximum of two (2) pages, elaborate on the company background aspects that relate to this RFP, specifically:

- Identify the company experience in public sector and school districts
- Identify the type of clients you are providing or did provide customer service services to.

Address aspects such as the client size, nature of their technical environment, and the scope of services.

3- References

Provide a minimum of three references. To the extent possible use references from school districts or organizations in the public sector. Provide information for each reference using the following format:

Reference #:
Organization Name: _____
Address: _____
Type of Business: _____
Contact Person: _____
Telephone and Fax #: _____
Dates of Service: _____
Description of Services Provided: _____

4- Solution Presentation

In a maximum of three (3) pages, present the solution your company is offering for the customer service. This part should present the solution based on your understanding of the scope of services, and the solution requirements. Specifically:

- Describe how many customer service agents you propose and how you arrived to that number. The answer must be clearly linked to the performance Service levels that you are required to fill under the “Answers to Solution Questions”
- Describe your approach to providing a customer service call center services
- Describe your proposed approach to foster a partnership with Cleveland Metropolitan School District
- Describe your approach to reporting and data analytics
- Describe the organizational support that you will provide the customer service agents

When writing the solution presentation avoid using generic marketing material, minimize the use of graphs and diagrams, and do not include any pricing information. The solution presentation serves as an executive summary, while the next point (5: Answers to Solution Questions) presents the details of your solution.

5- Answers to Solution Questions

This part forms the details of the solution. Provide answers to all the points listed below. Answers must follow the same order of the questions. Keep answers short and specific, and do not use generic marketing material.

5.1. Compliance Matrix

Fill the following compliance to minimum requirements matrix with YES or NO next to each item. Do not add any text other than Yes or NO. Answering with YES means that you confirm your ability to meet a requirement.

| Requirement | Compliance (YES, NO) |
|---|----------------------|
| In the last three (3) years, your company provided customer service agents to at least one client with a customer base of more than 7,000 customers | |
| You will provide technical training to customer service agents, and limit training provided by the district to train the trainer approach | |
| You will staff the customer service call center with a capacity to answer up to 12,000 received calls per month | |
| You will have bilingual staff (English and Spanish) to answer around 200 calls per month from Spanish speaking callers | |
| All customer service agents will be fluent in English | |
| The customer service services you provided for clients over the last three years included using an Automated Call Distribution System | |
| The customer service services you provided for clients over the last three years included being accountable for a set of Service Level Agreements (SLA's) | |
| The customer service services you provided for clients over the last three years included reporting against SLA's | |
| The customer service services you provided for clients over the last three years included generating performance reports | |

5.2. Manpower requirements

The Department of Information Technology would like to have enough agents to handle the calls volume the district receives every day. Use the following table to guide you in determining how many agents are required:

| Month | Calls Queued | Calls Handled | Calls Abandoned | Max Wait Time | Avg Wait Time | Avg Aband. Wait Time | Transfer Rate | Abandoned Rate | Abandon > 30 Secs |
|------------------|---------------|---------------|-----------------|-----------------|-----------------|----------------------|---------------|----------------|-------------------|
| July - 2018 | 7,831 | 7,624 | 207 | 00:11:43 | 00:00:08 | 00:00:08 | 97.36 | 2.64 | 17 |
| August - 2018 | 11,757 | 11,144 | 613 | 00:18:07 | 00:00:11 | 00:00:25 | 94.79 | 5.21 | 98 |
| September - 2018 | 6,130 | 5,918 | 212 | 00:19:39 | 00:00:09 | 00:00:43 | 96.54 | 3.46 | 48 |
| October - 2018 | 6,316 | 6,112 | 204 | 00:14:18 | 00:00:07 | 00:00:22 | 96.77 | 3.23 | 17 |
| November - 2018 | 5,316 | 4,957 | 359 | 00:08:21 | 00:00:08 | 00:00:14 | 93.25 | 6.75 | 45 |
| December - 2018 | 4,015 | 3,778 | 237 | 01:00:16 | 00:00:12 | 00:00:46 | 94.10 | 5.90 | 46 |
| January - 2019 | 7,052 | 6,167 | 885 | 00:04:15 | 00:00:11 | 00:00:14 | 87.45 | 12.55 | 128 |
| February - 2019 | 5,422 | 5,225 | 197 | 00:03:46 | 00:00:06 | 00:00:05 | 96.37 | 3.63 | 4 |
| Total | 54,036 | 51,121 | 2,915 | 01:00:16 | 00:00:09 | 00:00:21 | 94.61 | 5.39 | 403 |

5.2.1 Identify any staff, if any, that you propose in addition to the customer service agents (for example, supervisor). Details the number of staff members, title of each staff member, and the general scope of role and responsibility of each staff member.

5.2.2 Identify the number of customer service agents that you propose to staff the customer service call center. Identify how many will be fluent in Spanish. Additionally, identify if you will be able to provide staff with other language skills, specifically Arabic and Swahili

5.2.3 Describe how you will hire the customer service agents to be assigned to this contract. Explain your approach to training the hired resources and how you will verify that they are ready to engage in this contract.

5.2.4 Provide your average turnover rate of customer service agents over the last three (3) years.

5.2.5 Attach an appendix with samples of resumes for customer service agents you plan to provide for the district. You can attach a maximum of 5 resumes.

5.3 Organizational Capabilities

Answer the following questions as short and precisely as possible.

5.3.1 Describe the supporting organization you have in place and how that will be utilized to support the contractual agreement with the district.

5.3.2 Describe your organization’s approach to knowledge management.

5.3.3 Describe your organization’s approach to process improvement.

5.3.4 Describe the customer service model you utilize. Explain how that model guides the processes and procedures of receiving and handling customer inquiries and calls.

5.3.5 Describe your approach to document management and control. Explain the main areas you focus on in document management to improve customer service.

5.4 Service Level Agreements

The district uses Service Level Agreements (SLA’s) to hold vendors accountable. Vendors are expected to adhere to SLA’s and provide credits when SLA’s are not met.

5.4.1 For handling calls from customers, fill the following table with SLA targets and Credits following the examples that appears in the first row. Delete the example row when filling the table. Present all SLA’s that you will commit to if awarded the contract.

| SLA | Definition | Target | Frequency and method of reporting | Credit |
|------------------------|---|-----------------|--|---|
| e.g. Average wait time | e.g. average time, in seconds, that a customer waits on phone before being answered by an agent | e.g. 90 seconds | e.g. daily, report from the automated call system portal | e.g. 5% of monthly bill if monthly average exceeded 90 second |

5.6 Transition

The contract will include a 30-day discovery and implementation phase. The discovery and implementation phase occurs before the contract's effective date and is not considered part of the one-year contract (initial term), and at no cost to the District.

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

5.6.1 Describe the transition plan that you propose.

3.3 Pricing

In the third part of your response, provide a cost proposal using the forms and instructions presented in section 6.

4. RFP Evaluation

The evaluation of responses will happen in three stages:

1. Initial review
2. Response Scoring
3. Presentation evaluation

4.1- Initial Review

Responses will be first reviewed for completeness and adherence to general formatting and organization instructions. If a response does not include all required procurement forms, or does not follow the response organization requirements, it may be disqualified. The evaluation committee will decide on disqualifying a response based on how all the responses received adhere to the requirements.

4.2 - Response Scoring

Qualified Responses from the initial review will be scored by an evaluation committee using a pre-defined scoring guideline that has been finalized during the writing of this RFP. The scoring will be based on the following criteria and weights:

| Criteria | Definition | Weight |
|--------------------------|---|---------------|
| Solution Requirements | Ability to vendor to meet or exceed the solution requirements stated in this RFP. | 40% |
| Qualification/Experience | Alignment of vendor's background and exposure to delivering required services in this RFP. | 30% |
| Cost | Business Value of individual and total cost tables as requested per service type; as comparable to other responses. | 25% |
| MBE | Minority Business Consideration | 5% |

4.3- Presentation

Based on the scoring results, vendors with best responses will be invited for a solution presentation. The district will decide on how many vendors will be invited to make presentations. Each presentation will be evaluated based on the following considerations:

- Completeness of solution presentation
- Response to questions during presentation
- General professionalism of vendor in conducting presentation

The presentation date and time will be agreed on with each selected vendor a head of time. Due to COVID-19 restrictions, presentations may be held virtually.

The evaluation team will consider the presentation evaluation to differentiate between vendors. Any vendor who is invited for a presentation can be awarded the contract based how they present compared to other vendors, even if that vendor did not have the highest score in the second stage of evaluation.

5. RFP Schedule

The following table present the main dates in the RFP schedule

| Event | Date | Description |
|------------------------------|-------------------------|---|
| RFP posting | 05/21/2021 | The date when the RFP will be published on CMSD website. It remains published for 28 calendar days |
| Response Closing date | 06/18/2021 | Last day responses are accepted |
| Questions and Answers Period | 05/21/2021 – 05/28/2021 | Interested vendors can ask clarification questions. All answers will be posted in the same location where the RFP is posted |
| Response Review | 06/21/2021-06/25/2021 | Stage 1 & Stage 2 of response review |
| Response Presentation | 06/28/2021 – 06/29/2021 | Stage 3 of response review (presentations) |

| | | |
|----------------|------------|-------------------|
| Contract Award | 07/01/2021 | Start of contract |
|----------------|------------|-------------------|

6. Pricing

The cost proposal should be all inclusive. The district does not pay any additional costs, like transportation, equipment or training.

Your cost proposal must be presented in four (4) tables:

- Table 1: Cost of Customer Service Agents
- Table 2: Cost of Administration
- Table 3: Total Cost of Contract

3.3.1 Table 1: Cost of Customer Service Agents

Provide an annual cost proposal for the customer service agents using Table 1 below. The cost proposal must cover three (3 years). The cost in each cell in table 1 represents the total for the number of agents you add in the first cell. For example, a 4 in the first cell in table 1, and \$300,000 in the second cell in table 1, will be understood as for a total of 4 agents, the total annual cost in the first year will be \$300,000.

| Number of Customer Service agents | Total annual cost- first year | Total annual cost- Second year | Total annual cost- third year | Total 3 year cost |
|-----------------------------------|-------------------------------|--------------------------------|-------------------------------|-------------------|
| | \$ | \$ | \$ | \$ |

Table 1- Cost of Customer Service Agents

3.3.2 Table2: Cost of Administration

Provide an annual cost of any resource that is not a service desk agent. Create a row for each title, and add the total cost in the last row. The table is filled with an example for illustration, remove the example when filling your response.

| Resource Title | Number of staff | Total annual cost- Second year | Total annual cost- Second year | Total annual cost- third year | Total 3 year cost |
|-----------------------------|-----------------|--------------------------------|--------------------------------|-------------------------------|-------------------|
| e.g. Call center supervisor | 1 | \$80,000 | \$80,000 | \$80,000 | \$240,000 |
| Total | 1 | \$80,000 | \$80,000 | \$80,000 | \$240,000 |

Table 2- Cost of administration

3.3.4 Table 3: Total Cost of Contract

Provide a total cost by adding up all totals from the other three tables using the table below

| Cost Item | Total annual cost- first year | Total annual cost- Second year | Total annual cost- third year | Total 3 year cost |
|-------------------------|-------------------------------|--------------------------------|-------------------------------|-------------------|
| Customer Service Agents | \$ | \$ | \$ | \$ |
| Supporting Organization | \$ | \$ | \$ | \$ |
| Total Cost of Contract | \$ | \$ | \$ | \$ |

Table 3 - Total Cost of Contract

Cost Proposal Acknowledgment Form

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR COST PROPOSAL

The undersigned proposes to provide **Department of Information Technology Customer Service Partner** for the Cleveland Metropolitan School District in accordance with the Specifications and to the entire satisfaction of, and acceptance by, the District and for the following prices. The vendor confirms that the offer below is good for a period of ninety (90) days from submittal due date. The term of this agreement will begin on immediately upon selection, approval and contract execution through completion to the lowest responsive and responsible vendor. CMSD reserves the right to request additional pricing from the awarded Vendors for services not identified herein. Vendor shall provide the best rates for services later identified by CMSD based on the request and in accordance with the specifications and requirements outlined herein. The District does not guarantee utilization of services or make any comment as to minimum amount of services through the term of any awarded agreement.

Vendors must complete the signatory requirement below

COMPANY NAME: _____

REPRESENTATIVE: _____
PRINT NAME TITLE

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____

TELEPHONE: () _____ FAX NO: () _____

E-MAIL ADDRESS: _____ DATE: _____