



RFP #21323

Budget Allocation and Preparation Solution

FOR THE

CLEVELAND MUNICIPAL SCHOOL DISTRICT

CLEVELAND METROPOLITAN SCHOOL DISTRICT
1111 Superior Avenue E, Suite 1800
Cleveland, Ohio 44114

UNDER THE DIRECTION OF THE FINANCE DEPARTMENT OF THE BOARD OF EDUCATION OF THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT
CUYAHOGA COUNTY, OHIO

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SECTION 1: NOTICE OF REQUEST FOR PROPOSALS #21323

Separate Proposals for the requirement set forth below will be received in the Cashiers Office of the Board of Education of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114, on or before **1:00 pm** current local time on **August 5, 2021**.

Budget Allocation and Preparation Solution

Copies of Instructions to Proposers, Specifications, Affirmative Action and Diversity Business Enterprise Forms may be obtained directly from CMSD's Web Page: www.clevelandmetroschools.org/purchasing. Please click on the RFP number. If you need assistance please contact Seletha.thompson@clevelandmetroschools.org.

There will be a Pre-Proposal Conference for this RFP on **July, 19, 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 (21323).

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

All questions and/or concerns must be submitted, in writing **ONLY, by 12:00 pm on July 20, 2021** at the email address given above.

No Proposal may be withdrawn for at least ninety (90) days after the scheduled closing time for receipt of Proposals by order of the Board of Education of the Cleveland Metropolitan School District, Cuyahoga County, Ohio.

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

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

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

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

M. Angela Foraker
Executive Director Procure to Pay

SECTION 2: LETTER TO PROPOSERS

Date: July 9, 2021
Subject: **Budget Allocation and Preparation Solution Request for Proposal (RFP)**

Service Providers:

In order to be considered, all proposals must be received at the Cashiers Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 on or before **1:00 pm (Eastern Standard Time) August 5, 2021**. One (1) original, with blue ink signatures, five (5) copies and one (1) electronic copy on CD or flash drive of the proposal, including supporting documentation, must be submitted. The Proposal Name and RFP number must be stated on the exterior of the submission envelope(s). This includes shipping labels.

There will be a Pre-Proposal Conference for this RFP on **July, 19, 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 (21323).

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

Written questions will be accepted via e-mail until **12:00 pm on July 20, 2021**. No telephone calls will be permitted. E-mail your questions to: **Seletha.Thompson@clevelandmetroschools.org**. Proposal number and title must be included. All questions/concerns with corresponding answers will be sent to every prospective service provider. Service providers should Reference RFP page number and section number when asking questions. Any errors and/or omissions reported will be addressed via Addenda which will be issued no later than July, 26, 2021.

Under no circumstances should any person or firm interested in providing services identified in this RFP, their designees, or any affiliated with their firm, contact any other District employee or official during the RFP process in an attempt to lobby or influence the selection of a service provider pursuant to this RFP.

This is a Request for Proposals, and as such will not be publicly opened. After all submissions have been reviewed, the final evaluations of the committee will determine the awarded service provider. Public Records Requests will not be accepted until a contract is signed. Service providers will be notified, in writing, of award and non-award status upon receipt of an approved resolution.

The Cleveland Metropolitan School District has a Diversity Business Enterprise and Affirmative Action Program in effect. Information about this program and forms for compliance are enclosed. All firms submitting a proposal must complete the appropriate forms and submit same with their proposal. While CMSD no longer certifies DBE companies, we accept any company certified through the City of Cleveland, Cuyahoga County, or the State "EDGE" program.

The Cleveland Metropolitan School District accepts no obligations for costs incurred by proposers in preparing or submitting a proposal and reserves the right to reject any and all proposals received.

Sincerely,

M. Angela Foraker
Executive Director Procure to Pay

Part 1: BACKGROUND AND SCOPE OF WORK

This RFP is divided into two parts:

Part 1 of the RFP provides background on CMSD as an organization and provides the service provider a set of high-level requirements for implementing an Budget Allocation and Preparation Solution. This includes sections 3 through 16.

Part 2 of the RFP provides a detailed set of directions which the service provider will use to prepare their response to CMSD. This includes sections 17 through 22.

SECTION 3: INTRODUCTION

The Cleveland Metropolitan School District (hereafter the “District”, “CMSD” or Cleveland Municipal School District) is soliciting proposals to establish term contracts with one or more qualified service providers to provide a Budget Allocation and Preparation Solution for the Cleveland Metropolitan School District under Request for Proposal (“RFP”) #21323.

Schedule for Posting/Service provider Selection of Budget Allocation and Preparation Solution RFP #21323

Process/Task	Date
RFP Posted	July 9, 2021
Pre-Proposal Meeting	July 19, 2021, 2 pm eastern time
All final questions from service providers to CMSD	July 20, 2021, 12 pm eastern time
Answers to service providers from CMSD and all addenda issued (if necessary)	July 26, 2021
RFP responses due	August 5, 2021, 1 pm eastern time
Service provider presentations	Week of August 16, 2021
Service provider selection	August 30, 2021
Contract negotiations	September 01-08, 2021
Project start	September 20, 2021

Service providers are encouraged to submit questions prior to the pre-proposal conference so that they may be addressed during the pre-proposal conference. Dates listed above are subject to change at the discretion of CMSD. Service providers will be notified of changes to the schedule, as appropriate. The Project start date is subject to change at the discretion of CMSD with written notice to the awarded service provider.

SECTION 4: CLEVELAND METROPOLITAN SCHOOL DISTRICT (CMSD) GENERAL INFORMATION

CMSD General Information

The Cleveland Metropolitan School District is a large urban school system with 104 schools and administrative sites, 6,880 employees (includes part time and hourly), 4,502 members of the Cleveland Teachers union; 2,922 teachers.

Below are some of the statistics about the CMSD District.

Financial Overview

Total revenue	\$1,165,761,362.14
General Fund (Operating budget)	\$ 746,133,988
Capital/Facilities budget	5.7%
School Based budget	\$ 291,219,898.84
IT budget	\$12.0M-\$13.0M annual
Note: CMSD operating under a distributed school-based budget which requires allocation on a per pupil basis with subsequent integration of over 100 school budgets into CMSD's general fund budget	

CMSD Background

As part of The Cleveland Plan – a strategic transformation plan codified in Ohio statute in 2012 – the Cleveland Municipal School District (CMSD) implemented a student-based budgeting (SBB) approach beginning in the 2014-15 school year that included a weighted student funding formula to differentiate school resource allocation based on student need and demographics. The SBB implementation also included expanding and defining school-level flexibilities available to school leaders. The approach was modelled after the Portfolio Strategy developed by the Center for Reinventing Public Education, in which a community establishes a “system of high-quality, diverse, autonomous public schools”.

CMSD's school footprint, student enrollment and demographics, program composition, and academic strategies have changed and evolved since SY14-15, yet the funding formula remains largely unchanged. One important, significant evolution has been in CMSD's defining and clarifying an instructional vision grounded in equitable access and outcomes and well-rounded educational experiences. This vision is captured across CMSD's Profile of a Graduate, Principles of Learning & Teaching, and Core Values for Academic Practices, which are presented later in this document. CMSD leadership believes now is the time to reassess the student-centered funding (SCF) system and associated school-level flexibilities to ensure they are aligned with CMSD's academic strategies and school portfolio, as well as flexibilities available through the US Department of Education flexibility agreement.

CMSD Project Organization

CMSD has set up an organizational structure that includes a project leadership team in partnership with ERS, CMSD's design consultant for the Budget Allocation and Preparation Solution project. The project leadership team committee includes senior decision makers from the Information Technology, Academics, Finance, and Talent. Staff from each of the functional areas will be assigned to support the system development and implementation of each functional area.

SECTION 5: PROBLEM STATEMENT

CMSD's current SBB formula contains weights for the following student characteristics:

- Students with disabilities (three classifications)
- English language learners (three classifications)
- High mobility (K-8) and low attendance (high school)
- Below proficient outcomes on English and Math assessments
- Above proficient outcomes on English and Math assessments

The formula also contains a mechanism to ensure a minimum, "baseline" allocation, as well as protections against large gains and losses. Beyond the formula, schools also receive supplemental funding for specialty programs and other needs not fully captured in the formula. Finally, to complement the formula, school leaders have a suite of flexibility to determine the positions, curriculum, schedules, and other instructional inputs to meet achievement goals.

With more than five years of experience, we have identified several challenges with our current SBB approach, which we intend to address with an updated SCF system, including:

There is not a clear link between CMSD's funding approach and its Principles of Learning and Teaching, creating a gap between our current SCF system and our approach to enabling well-rounded opportunities for all students.

- Levels of equity could be improved and made more consistent. Currently, the formula is less effective at high schools, as evidenced by the fact that nearly every high school receives supplemental funding beyond the formula.
- The current formula does not address concentration factors, which may amplify the need at certain schools whether the level of resources needed does not move linearly with increases in need.
- More consistently enable well-rounded opportunities for all students. Currently, CMSD does not have clearly documented practices related to specialty school/portfolio school models; nor does it have a systematic approach to phasing schools in and out.
- CMSD has both flexible and inflexible resources associated with Special Education students and English language learner students, which creates confusion and complication for school-based budget planning. In general, we believe the level of flexibility could be improved.
- The expenses within the school budgets are 95% staffing, which means expenses largely move as a step-function. The funding formula is linear based on weights, so this creates complications that often result in "smoothing" with supplemental funding.
- CMSD lacks a clear, strategic, and systematic approach to supplemental funding. We allocate nearly \$15 million to school beyond the SBB formula, which risks being less transparent and potentially inequitable.
- The formula does not account for differences in teacher quality.

As part of the weighted SCF project, CMSD proposes to implement a budget allocation and preparation solution in order to provide transparency to resource allocations and resource choices as well as simplify the process by which school leaders capture resource and budget decisions. Many tools also have features that provide real-time feedback and comparative information to school leaders to aid in decision-making.

While CMSD is in the midst of this dramatic transformation, policy, process and technologies are being evaluated, changed, and adapted to meet the needs of the new CMSD structure. Therefore, technology solutions proposed should provide scalable structures that offer maximum flexibility to meet rapidly changing policy, process and educational needs. Offerings should reflect best business practices in each functional area described and available. Designs should reflect an understanding of the dynamic business environment required to support a large public urban district in a portfolio setting and should deliver a user-friendly solution allows schools and CMSD to focus on its core business of student education. CMSD must be able to provide highly accurate information as well as improve the budget allocation and preparation for school and divisional leadership, Finance, Accounting and Academics teams.

SECTION 6: SCOPE OF WORK

CMSD is seeking proposals from qualified service providers for the Budget Allocation and Preparation Solution (software), implementation services (including project and change management support), annual support and maintenance, and training services. CMSD is interested in SaaS (Software as a Service, service provider hosts the software) solutions.

It is imperative that the proposed Budget Allocation and Preparation Solution be compatible with other District strategic information technology initiatives and incorporates the following assumptions:

- The Budget Preparation solution must be implemented by January 2022
- The Budget Preparation solution must be tested in the Fall of 2021.
- The solution will need to integrate/interface the software with the current ERP System (Workday) for the 2022 school year.
- The solution will need to integrate/interface with this new Student Information System for student enrollment data.
- The service provider will follow best practices as it relates to development of a Budget Preparation Solution
- The service provider will follow best practices in regards to software implementation and training
- The service provider will identify opportunities to optimize system benefits
- The service provider will create an implementation and change management plan that reduces risk
- The service provider will demonstrate a commitment to user training and knowledge transfer
- The service provider will design a tiered level of support for CMSD
- The service provider will ensure integration with key enterprise systems needed by the Budget Preparation Solution.

- The service provider will continually update and manage their software so that CMSD benefits from new modules/features/functions of the software.
- The system will be sustainable from a service provider and CMSD perspective

The solution must address the following major functions/modules:

- See Appendix A for system requirements and functionality.

The service provider should describe if they have the following capabilities:

- Department/Division Cost Center allocation and budgeting preparation



- The CMSD Budget Allocation and Preparation project includes, but is not limited to, an integrated Budget Allocation and Preparation Solution with a common database, real-time view of data, ease of access and use by CMSD, access to data at various security levels for staff, technologies that support budget allocation and preparation, strategies designed to optimize budgeting, ability for transactional and aggregated reporting, and ability to interface/integrate with other systems. The initial implementation will be solely for District run schools, however in subsequent years all District cost centers, including administrative divisions and departments, will be engaged to participate in the process and ultimately integrate into the Budget Allocation and Preparation Solution. CMSD is looking for a service provider who can meet the requirements of these processes and make recommendations for improving upon these processes based on best-in-class systems. While the functions of budget allocation and preparation should be met in the proposed solution, the technology must interface/integrate with other major technology systems such as Workday (current ERP system) and the Student Information System (SIS) in both the current form and the future solution. Lastly, the solution should provide CMSD access to technology that can be sustained over time including the ability to easily maintain, upgrade, and integrate as CMSD evolves.

SECTION 7: TECHNICAL REQUIREMENTS

Proposed Technical Solution

The software solution must be able to handle the functionality required by CMSD. All the functional requirements listed in Appendix A – Requirements Matrix must be included either as an integral part of the software solution or as a third party integration if the Budget Allocation and Preparation Solution requires third party tools to meet the functional requirements. If the proposal contains third party software, the service provider must demonstrate experience integrating with this software on another project and it should also be noted in their references when and where this project was implemented.

System Implementation

CMSD requires that the service provider and any of its subcontractor to provide both the software and the implementation services for this project. Implementation should follow the best practices for an Budget Allocation and Preparation Solution. It is the service provider’s responsibility in their proposal to outline which modules/processes are implemented in what order and the logic for that sequence. CMSD expects that a project of this size may require a phased approach with the initial

implementation for go live on in January 2022, and added features/functions and integration phased throughout the year as both the budgeting processes and policies continue to be examined.

Key milestone dates are:

- September 20, 2021 – project start
- November 1, 2021 – system design and build out
- December 1, 2021 – testing & training, including training materials created
- January 31, 2022– go live

CMSD expects the service provider to utilize a discovery phase to work with the functional teams to review processes and document future state processes, based on best practices for various process areas required for a Budget Allocation and Preparation Portal. Included in 6Appendix B is the project narrative with timeline. This future state was designed with CMSD staff and ERS in early 2021. CMSD's staff is fully aware that current processes are likely not optimal, and a new system may be able to support not only the implementation of new processes, but also support the data collection, data transfer and data sharing across schools, divisions and departments more effectively to enhance process efficiency and decision making. CMSD will count on the service provider to be detailed in their description of best practices, best processes and integration/interface ability for a Budget Allocation and Preparation Solution in an urban district.

CMSD expects service providers to follow an approach that reduces risk, ensures a high-quality implementation, moves at a rapid pace, and is strategically planned to make transitions as seamless as possible.

Software Lifecycle and Releases

CMSD requires that the service provider describe the software lifecycle of their product including version control and any planned future releases and functionality. CMSD is looking for a long-term, sustainable solution that will meet the growing demands and changes of CMSD. Therefore, the solution provided must not be limited in its ability to grow and change over time. CMSD wants to engage with a service provider that uses standard software development and implementation practices. In addition, the service provider must be able to describe how any CMSD customizations impact software releases, and/or how the timeline required for this project impact CMSD's ability to access the latest version of software.

Architecture

CMSD is interested in a SaaS solution only. The service provider should describe what is required (e.g. infrastructure, hardware, software, etc.) for CMSD to acquire in order to implement the service provider's solution if any infrastructure is required for the SaaS solution.

The service provider should describe all necessary environments needed for not only the implementation, but also the long-term sustainability and maintenance of the system. This should include but not be limited to the test environment, training environment, and production environments necessary to ensure there is version control, proper testing, and vetted code in production. As a SaaS solution, CMSD is expecting these environments to be on the service provider

site. The service provider should describe these environments in detail, how they are used, how they are secured and the access CMSD has to them or what CMSD needs to access them.

Interfaces

The current system has limited interface/integration with other systems. The data is transferred as needed to/from CMSD systems. The current interfaces and data transfers are not optimal. The ideal situation will be for the Budget Allocation and Preparation Solution to be active year-round (e.g. students entering CMSD mid-year) with reliable integration with Workday (ERP) and the SIS so budget allocation and preparation functions are consistent and streamlined.

The following are main systems for interface with the Budget Allocation and Preparation Portal

1. Student Information System (SIS)- for student enrollment data.
2. Workday (ERP System)
3. Active Directory – for district and school staff logins

Integrated Active Directory

The Budget Allocation and Preparation Solution should be able to integrate with the existing active directory solution so that CMSD staff can use their existing login/passwords to access the Budget Allocation and Preparation Solution. The service provider should provide details on any other interfaces with third party software that are being proposed in order to provide all functionality required by CMSD.

Data and System Functionality

The service provider should describe how their solution functions and addresses major functionality listed in Section 6: Scope of Work.

Records should be secure with security and permission definition and data shared across/between modules as required for the workflow to be as efficient and effective as possible. It is critical that there be well defined user authentication and security.

CMSD requires that the history of changes be maintained and accessible in the system. The service provider should describe what data history is maintained, how it is accessible, and who can access it. The service provider should also describe where historic data is held, how it is stored in the database and how it can be retrieved and leveraged for reporting purposes.

Configuration/Customization

While CMSD would like the majority of the software and functionality to be “out of the box” and included in the base product, CMSD also understands that there may be a need to configure the system. In the excel requirement listing in Appendix A, the service provider must note if various functions are out of the box, configurable, or would require customization. The service provider should describe their process and approach to configuration – including how configuration requirements are gathered and confirmed, how and when configurations are implemented in the system, who has the ability and responsibility to make configuration changes, and how configuration changes are confirmed.

The service provider should describe the process and approach for how configuration changes are made *prior* to system implementation and how these changes are made *post-implementation*.

Compliance with State and Federal Mandates

The system shall comply with FERPA and HIPAA. The system shall functionally meet all Ohio Revised Code, Ohio Administrative Code, and Ohio Department of Education requirements. Service providers must include in their proposal how State mandated changes (including legislative, judicial or administrative) will be incorporated into their software over time.

Business Process Framework

Ideally, CMSD prefers that the system come with a library of predetermined workflow models that have been specifically developed for the various processes in the system that requirement workflow (for example, selection of five schools, prioritization of schools, final selection of schools). These pre-developed models should be available *as a starting point* to allow CMSD to modify and refine them to their own needs. Appendix B provides the desired future state workflow desired for the Budget Allocation and Preparation Solution. Service providers should use this as guide and detail their system workflow and how these desired processes flows will work with the new software.

Ideally, the processes in the service provider's proposed software will more than adequately meet CMSD's needs and will not be need to be modified. However, in case they do need to be adjusted to particular workflow or a type of portfolio school, CMSD would also like to understand what user roles have the capability to setup and modify workflows.

If there is no workflow functionality built into the system, the service provider should describe how data and workflow are managed in the system. The service provider should also describe how they will be able to implement the functionality required by processes or work functions that require workflow management.

Flexibility and Scalability

CMSD seeks to have a standard, best practice based designed solution. Therefore, it is critical there is some flexibility and scalability to the solution. It is critical, if the service provider has worked in a portfolio district in the past, they describe how the various types of schools use the system at the school level and how CMSD manages the system and data at a centralized level. The service provider should describe how the solution can scale to accommodate CMSD's requirements and users. The service provider should describe how they have been able to implement, develop, and enhance the Budget Allocation and Preparation Solution for PK-12 public education entities over time. This is a critical aspect of flexibility and scalability for CMSD. Service providers should also discuss the level of customization that can be implemented and what limits there are to customizations. The customizations should be reflective of the gap between the requirements and the existing software. CMSD only wants to have customizations when absolutely necessary to meet requirements.

Security

A high level of system and data security is a critical attribute of all District systems. Service providers should describe their security policies and protocols to ensure that District data would be protected. This should include how you protect your systems from breach of security, cyber-attacks and viruses,

backup procedures, user authentication, access logs, data store and transfer processes, and accessibility of audit trails.

Security shall be engineered into the system. Given the expected lifespan of this system, it shall be able to adapt to future security needs, allowing for flexibility and expandability. The system as a whole shall be capable of resisting a concerted system compromise effort from both internal and external threats. The Budget Allocation and Preparation Solution shall also provide stringent security and access controls with clear and consistent access policies for all level of users.

Data Ownership

CMUSD will maintain ownership of all its data. No CMUSD data should be made available or accessible to any third party organization or data source other than those that have been authorized through this contract to work with CMUSD and the chosen service provider, or when a data sharing agreement has been signed to share data between systems.

In any case that a contract between CMUSD and service provider is discontinued, the service provider must provide CMUSD all of its data within 30 days of the termination of the contract. In their RFP response, service providers must confirm that all ownership of data is the sole property of CMUSD, that the data will not be accessible or available to the service provider for any other use other than trouble shooting & support, and that the data will not be available to any third party expect those designated or authorized by CMUSD in writing. Service providers should verify the data ownership requirements. Service providers should discuss in detail the protocol they will use to provide data to CMUSD should CMUSD and the service provider discontinue a contract.

Disaster Recovery

The service provider should describe disaster recovery plans and policies to ensure that any system CMUSD purchases will be secure and available. The disaster recovery plans should include detail on all the off-site or redundant facilities, processes, and services the service provider has in place to ensure CMUSD's system and data are secure.

Performance

The Budget Allocation and Preparation system will be critical to CMUSD's operations and must be available to carry out processes such as:

- High system usage during budgeting season in late winter and spring (January through May)
- Fall adjustments
- Reporting and data analysis throughout the year

CMUSD needs to understand service level agreements (SLA) that the service provider will commit to and performance the service provider has for clients, including system availability and performance monitoring processes. CMUSD expects a SLA with 99.99% system availability for a solution that is hosted by the service provider.

CMUSD requires that the service provider have a single point of contact for CMUSD to escalate system and performance issues and this point of contact will work with CMUSD to resolve the issue, as necessary. CMUSD will expect the service provider to provide quarterly reports on system performance, including, but not limited to: issue resolution time, system performance, performance

to SLA, resolution of escalated issues. If help desk services are included in the contract, then the SLA for help desk should be included in these quarterly reports.

In addition, service providers should provide details about system maintenance windows. The service provider's response must provide their release process and schedule along with a communication plan to communicate the release and details to CMSD. This should include details on the mechanism to address a release/patch that is not functioning correctly.

SECTION 8: TROUBLESHOOTING / TESTING / GO-LIVE REQUIREMENTS

CMSD expects the service provider to have robust testing procedures and plans to ensure that the system meets requirements. The service provider will take the lead in testing the system with assistance from CMSD project team and staff.

The following are expectations of troubleshooting and testing:

- The service provider, based on the requirements developed, will create a series of use cases to test the Budget Allocation and Preparation Solution. The use cases should be reflective of the various scenarios for budget allocation and preparation. CMSD will support the service provider in describing the use cases.
- The service provider will provide an automated troubleshooting procedure in which defects and fixes will be identified and fixed in an expeditious manner. All defects and fixes must be documented and shared with CMD during the testing period.
- Critical problems or issues that impact the implementation schedules of any component and/or District primary business functions must have a reliable and technically sound response that allows CMSD staff to interact directly with the solution provider's application developers and analysts in order to achieve a rapid solution.
- Test plans must also include testing of all system integration points (e.g. data transfers).

SECTION 9: MAINTENANCE / LICENSING / WARRANTY

- The service provider should provide a test, training, and production environment.
- The software maintenance agreement must cover a twenty-four (24) hour, seven (7) days a week operating window (24/7). The service provider must correct any material programming errors that are attributable to the service provider within a reasonable time, provided CMSD notifies the service provider, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem.
- All software components must carry a warranty of three (3) years. The warranty period is to begin on the day of system acceptance, not the day the software is loaded on the system. Service provider's proposal must state the period covered by warranty.
- System acceptance will occur after system development, and full system testing. Full system testing includes all elements documented in section 8 of this RFP. In addition, system acceptance will only occur after the help desk, back-up procedures and all security procedures have been set up and agreed upon. All documentation for the help desk, training, release dates, recovery and back procedures and agreed-upon SLAs must also be submitted – in writing – to CMSD prior to system acceptance and sign off. Any additional terms of acceptance testing will be discussed and negotiated with the service provider during the contract period. CMSD will document system acceptance in writing. The service provider should note any

issues or documentation they have from similar projects that they have used for system acceptance and sign off for CMSD review.

- Hardware and software utilities provided by the service provider must be warranted for a period of three (3) years.
- The cost proposal must show fixed maintenance prices for three (3) years, and a fixed price for two (2) additional one-year optional agreements that may be executed by CMSD.
- CMSD recognizes that some service providers offer maintenance agreements that cover multiyear periods but require the payment to be made at the time of acceptance. CMSD encourages service providers to provide these maintenance options, but for evaluation purposes, the “year at-a-time” prices will be used. If the selected proposal includes the discounted, multi-year maintenance agreements and if the total price of the proposal fits within the guidelines of the approved expenditure, CMSD may take advantage of that maintenance option. If a mandatory license agreement is required, then the service provider must list the price on a yearly basis.
- The service provider must provide maintenance during the warranty period at no cost to CMSD. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.
- The service provider shall provide fixed prices for the system source code and any associated development licenses for updating the source code.

SECTION 10: TECHNICAL SUPPORT REQUIREMENTS

- CMSD expects the service provider to provide help and support during the implementation period as the service provider transitions from implementation to CMSD help desk and support structure after the budget allocation and preparation period of the first year.
- CMSD has a support model that offers end users support using a tiered structure (Tiers 1-2). CMSD expects the service provider to train CMSD help desk to provide basic support and troubleshooting services after the first implementation period. CMSD expects to work with the service provider to develop the proper integration between the CMSD and the service provider help desk to ensure that all service level agreements are met. CMSD expects the service provider will be available to resolve issues when CMSD needs to escalate issues past their Tier 2 internal help desk. The service provider should describe issue reporting and resolution procedures and how the help desks should operate.
- The service provider's response to a programming error or defect will depend upon the severity of the problem. The service provider should specify how priority 1, 2, 3, 4, system outages, etc. are determined, escalated and resolved. CMSD may also have a justification to raise the priority of an issue.
- Service provider support must be available during CMSD’s business hours: 7:00 am-5:00 pm EST. Critical priority issues should be addressed 24/7.
- Training resources will ideally include written documentation as well as on-line tutorials and videos that can be viewed on-line any time by any system user
- CMSD training resources and help content must be maintained (not overwritten) with any new release.

- Help content must also be provided for any new releases (major releases) that would include new functionality or a change in system workflow that would require updated training or communication to staff on functionality. New release information added to the materials, or provided as supplements/replacement to materials created for the original launch.
- The service provider should describe other available support (e.g., on-site, remote dial-in, website access to patches, and knowledge base).
- The service provider should provide CMSD with reports on technical support requests and resolutions, including but not limited to time to resolve, issue category, resolution.

SECTION 11: CHANGE MANAGEMENT / TRAINING / DOCUMENTATION REQUIREMENTS

The Budget Allocation and Preparation Solution will have an impact across CMSD's schools, divisions and departments because budget allocation and preparation impacts funding at each school and division cost center. CMSD recognizes that a significant change management effort is necessary for the project to be successful. Therefore, CMSD would like the service provider to provide change management and training services to support the system implementation.

- Service provider should provide change management processes, tools and techniques for managing the people-side of change. Service providers should provide information on best practices during roll out for communicating with district and school-based staff.
- Change management must include not only a change in the systems, but also a focus on the workflow, process improvement and improvement of organizational functions the software can bring
- Service provider should specify if they are proposing a third party to provide training and/or change management services.
- The service provider must provide on-site Budget Allocation and Preparation Solution implementation, application and system training prior to and during system implementation. This support will be scheduled to meet the needs of CMSD. The service provider must provide all training materials to CMSD for future trainings.
- Training must be available for users: System Administrators, School, Divisional, Department Staff, and Help Desk Support Staff.
 - System Administrators will maintain and update the system as necessary and support general system users.
 - School, Divisional and Department Staff include central office staff that will support schools/division cost center managers in budget allocation and preparation on behalf of their cost center (school/division/department), school leaders and divisional/departmental users. These users will need training and communications about the system and how to use it.
 - Help Desk Support Staff will troubleshoot questions and issues from system users.
- The service provider must provide in depth in-person training to System Administrators that includes the utilization of process flows, all screens and execution of all reports, and all data feeds/points of system integration with other CMSD systems.

- The service provider must provide in depth training to Help Desk Support Staff including troubleshooting system issues. Access to system guides and knowledge base (e.g. documents, videos, FAQs) from the service provider should be provided.
- Training methods for School, Divisional and Department Staff should be covered through recorded modules that can be viewed online, user guide documentation, and train-the-trainer.
- A separate curriculum must be developed for the reporting utility. Users must be able to develop their own reports and ad hoc queries without assistance from IT personnel.
- The service provider must prepare and provide a training plan with scheduled dates, time frames and locations. All training must be done at CMSD sites. The training plan must be submitted for approval and included in the overall implementation plan. A training course curriculum must also be submitted and approved by CMSD.
- Documentation for the utilization of all Service provider supplied software must be provided. Documentation shall be submitted to CMSD for review and approval before distribution to users. Service provider is responsible for updating documentation to reflect any CMSD's approved changes/corrections that may be required after initial distribution.
- The service provider should provide access to relevant system knowledge base, user groups, etc.
- The service provider must provide a development/test, training, and production environments. The service provider must communicate system updates and changes well in advance of them going to production. CMSD must have access to review system changes and updates prior to them going live in the production environment so that training materials can be updated and communications can be prepared for users.

SECTION 12: HISTORICAL DATA IMPORT REQUIREMENTS

CMSD has requirement to import historical data beyond setting up the system for the upcoming school year budgeting period. However, over time the system should be able to store and manage historical data around budget allocation and preparation.

SECTION 13: PROJECT MANAGEMENT REQUIREMENTS

CMSD expects the service provider to project manage all phases of the project from project kick-off, discovery, design, development, testing, implementation and post-implementation support – including change management and training. The service provider's project manager will work closely with CMSD's project leadership team to coordinate all aspects of the project. The service provider's project team should be readily accessible to project leadership team and plan to be available as necessary for project kickoff, business process mapping, requirements gathering, functional team meetings, system reviews, user acceptance testing, training, etc.

The service provider should provide a platform for CMSD and the service provider to collaborate together in order to complete the project most efficiently and effectively. This platform should assist with, but not be limited to, the following:

- Project Status Updates
- Progress to Major Milestones and Deliverables
- Expense and Budget Tracking
- Risk Management

- Issues Management
- Resource Management
- Documentation and File Sharing

The service provider should plan to develop a means of communicating project status to CMSD – including project leadership team for the Budget Allocation and Preparation project with at least weekly progress reports throughout the life of the project. The service provider project manager should communicate all issues, risks, progress to plan and timeline, system changes, etc.

The service provider must also provide an escalation point of contact for CMSD. The escalation contact must be able to provide support and decisions on any project implementation, contract and implementation concerns or disputes. This person must have authority within the service provider's company to be able to support the resolution of issues and must be someone other than the project manager.

SECTION 14: PROJECT PLAN & STAFFING PLAN REQUIREMENTS

This project may require a phased-in approach to the implementation. CMSD would anticipate the first launch of the Budget Allocation and Preparation Solution to be in January 2022 for the 2023 budget allocation period. The solution should be live in January 2022 to support school budget allocation and preparation. Division/department budget allocation and preparation solution may be phased-in over time.

Key milestones for the Budget Allocation and Preparation Portal should be clearly outlined in the service provider's project plan and include:

- September 20, 2021 – project start
- October, 2021 – system design, build out, and testing
- November, 2021 – testing, training
- December, 2021 – testing & training
- January, 2022 – go live

The service provider will lead and manage the project from project start through full implementation. The service provider will provide staff with appropriate and relevant background and experience to support all areas of the project (implementation, customer service, training, ongoing, etc.).

CMSD anticipates providing internal resources to assist with the Budget Allocation and Preparation implementation. Personnel from the key areas will provide functional leads and the Department of Information Technology will provide technology contacts. Specific contacts and personnel requirements will be addressed in greater detail as the project schedule is established.

In order to complete the project on-time and on-budget, the service provider should ensure that staff, equipment, research tools and administrative resources are adequately assigned to the project and ensure the quality and appropriateness of technical or support staff assigned.

SECTION 15: REFERENCES

The service provider must have demonstrated, through their technical proposal and through references, the service provider's ability to complete a project the scope and scale of the CMSD Budget Allocation and Preparation Portal. The service provider must be able to show how projects have been completed on-time and on-budget with similar staffing and resource allocation.

CMSD seeks to contract with a service provider that has experience working with PK-12 school districts and has successfully implemented a complete Budget Allocation and Preparation Portal solution in an entity of approximately the same size. Ideally, the service provider will provide a reference for a district that has a portfolio model of schools. In addition, references should be for implementation of similar scope and size district as CMSD. CMSD is not accepting proposals for beta testing applications.

The service provider must provide four (4) references of implementation of their solution. In addition, if working with a subcontractor, one (1) of those projects referenced should be a project in which the prime and the subcontractor have worked together.

Ideally, if the prime service provider is proposing to use third party software tools (as indicated in their response to the Requirements Matrix in Appendix A of their proposal, then a reference including the use and implementation of the proposed third party solution should be included.

A service provider's failure to meet these minimum prior experience requirements may cause their proposal to be considered non-responsive and the proposal will be rejected.

SECTION 16: FINANCIAL STANDING

The service provider and all their subcontractors and any third party solutions must be in good financial standing. CMSD requests the most recent, plus prior two years Audited Financial statements of the primary service provider as evidence of sound financial standing.

PART 2 – RFP SUBMISSION REQUIREMENTS

Part 2 of the RFP provides a detailed set of directions which the service provider will use to prepare their response.

SECTION 17: DISTRICT'S RESERVATION OF RIGHTS

- CMSD may evaluate the qualifications and experience based on the anticipated completion of all or any portion of the project. CMSD reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit, or to reject any and all proposals and temporarily or permanently abandon the project.
- All proposals must include separate cost proposal that is inclusive of all costs proposed for this project, including any third party software required for successful implementation.

- CMSD intends to award one contract to one service provider for all service areas.
- CMSD makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- CMSD is not responsible for the cost of preparing or submitting this RFP.
- CMSD is not responsible for the cost of any demonstrations or review of the products and services that may be part of the evaluation process.

SECTION 18: MINIMUM SERVICE PROVIDER QUALIFICATIONS

CMSD seeks to obtain a comprehensive RFP response that consists of the Budget Allocation and Preparation Solution software, system integration services, help desk and support services, training and any third party software that is being recommended to implement a fully functional Budget Allocation and Preparation Solution. Only service providers who have provided an Budget Allocation and Preparation Solution as a SaaS (software as a service) solution AND successfully implemented Budget Allocation and Preparation Solutions in a school district of equal or greater size than CMSD should respond.

A service provider must proposal on ALL aspects of the project. Proposals containing only partial solutions will be rejected.

CMSD prefers that service providers providing proposals to CMSD be headquartered in the United States of America.

Primary Service provider

The Primary Service provider is defined as the sole party to the contract with CMSD and the sole point of contact for CMSD, who is accountable and responsible for the successful integration of all solution components being proposed.

Subcontractors

Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of the CMSD project manager, and with prior written approval from the CMSD Executive Director of Enrollment and School Choice. The primary service provider will be responsible for the subcontractors meeting all terms and conditions of the specifications and the contract.

SECTION 19: EVALUATION PROCESS

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

1. Review & scoring of the proposal
2. Review & scoring of the cost proposal
3. Reference checks
4. Service provider Demonstrations

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

- Completeness of the Proposal
- Company History & Background
- Project Methodology & Project Management
- Technical Solution
- Technical Support
- Experience and Qualifications
- Cost Proposal
- References
- Interview/Presentation

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

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

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

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

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

SECTION 20: PROPOSAL FORMATTING & SUBMISSION

PROPOSAL SUBMISSION REQUIREMENTS

CMSD discourages overly lengthy and costly proposals. In order for CMSD to evaluate proposals fairly and completely, service providers should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive.

All Proposals shall be made upon the Proposal Form(s) furnished. All information requested in the proposal and in the proposal package must be filled in legibly and completely with blue ink signatures, or the proposal may be considered non-responsive. No oral, telephonic or telegraphic proposals or modifications will be considered. **Proposal name: Budget Allocation and Preparation Solution and number: #21323 must be on outside envelope of submittals including shipping labels.**

Proposals are due at the Cashier's Office of the Board of Education, Cleveland Metropolitan School District, Administration Building, 1111 Superior Avenue E, Suite 1800, Cleveland Ohio, 44114, on or before **1:00 pm** Eastern Standard Time (EST) on **August 5, 2021**.

All submissions must include **One (1) bound original, with blue ink signatures, Five (5) bound hard copies, and one (1) electronic copy on flash drive.** Service providers not complying 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**.

All written questions shall be directed to the Purchasing Division via email to: **Seletha.Thompson@clevelandmetroschools.org**. Written questions will be accepted via e-mail until **12:00 pm Eastern Standard Time (EST) on July 20, 2021**. CMSD will **NOT ACCEPT** any telephone calls regarding any of the submittals and/or "short lists." Under no circumstances should any firm interested in providing the services identified in this RFP, their designees, or anyone affiliated with their firm, contact any other District employee or official during the RFP process, in an attempt to lobby or influence the selection of a service provider pursuant to this RFP. No oral, telephonic, telegraphic, or electronic modifications will be considered. All materials submitted are as is.

There will be a Pre-Proposal Conference for this RFP on **July, 19, 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 (21323).

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

CMSD 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.

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 proposal.

Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the project and does not create a binding contract.

Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.

CMSD is under no obligation to purchase materials or services proposed in the RFP. Service providers acknowledge and agree that it has no vested contractual right until such time as a purchase order and contract have been issued. Proposer further acknowledges 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 proposal.

Each Proposer is liable for all proposal errors or omissions. A Proposer shall not be permitted to alter or amend proposals documents after the Proposal Deadline time and date detailed in the RFP unless such is formally requested, in writing, by CMSD.

Service providers must present evidence to CMSD, 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.

No binding of any kind should be used: use only binder clips. No staples, No paper clips, No binders, No tabs should be used; use colored paper to separate sections. Failure to comply with submission formation may result in the submittal being disqualified.

All handwritten entries on the proposal forms must be clearly written and entered in indelible ink. Any handwritten corrections (e.g. cross-offs) and/or changes must be initialed by the proposer. Ditto marks or continuation lines are not acceptable responses for requested information.

No Proposal may be withdrawn for at least ninety (90) days after receipt of proposal at **1:00 pm** Eastern Standard Time (EST) on **August 5, 2021**. Proposals must remain open and valid for ninety (90) days from the opening date, unless the time for awarding the contract is extended by mutual consent of CMSD and the service provider.

Service providers may withdraw their proposals any time before proposal opening date by providing written notice to the Purchasing Department before the time and date set for the proposal opening July 29, 2021, 1:00 PM Eastern Standard Time (EST). Withdrawal of a proposal after the proposal opening exposes a Service provider to legal liability for sanctions, including costs for re-posting.

All Proposers are responsible for all costs (including site visits or demonstrations where needed) incurred in preparing or responding to this RFP. No costs will be paid to Proposers to cover the cost of preparing a proposal or procuring a contract for services or supplies pursuant to this RFP. All materials and documents submitted in response to this RFP become the property of CMSD and will not be returned.

PROPOSAL CONSTRAINTS

- The Service provider must comply with all laws, rules and regulations dictated by the Board of Education of the Cleveland Metropolitan School District, City of Cleveland, the State of Ohio or the United States Federal Government.
- The Request for Proposal shall cover all the necessary topics and be reasonable in length. Diagrams, illustrations and supplemental information may be provided, however it must be relevant to the information requested by CMSD.
- Appendices may be added, however the appendices must be clearly referenced in the text and do not have to be read by the team, so the service provider should ensure that all necessary and relevant information is included in the proposal response. Appendices are for supplemental or

additional information only. All information requested in the RFP must be answered in the main body of the proposal text.

- By submitting a response to this RFP, respondents accept the evaluation process. The respondent also acknowledges and accepts that determination of the “qualified” firm(s) will require subjective judgments by CMSD.
- CMSD will only accept proposals that cover all of the major components requested in the RFP including:
 - Project Management and Implementation
 - Change Management & Training
 - Budget Allocation and Preparation Software
 - Technical Support
 - SaaS
- Service provider shall not include Ohio Sales Tax in the price quoted. CMSD will provide tax exempt certificate to the successful Proposer.
- Service provider’s personnel and subcontractors if on a CMSD site will be required to meet security requirements. Service provider agrees to successfully complete background checks on all of its employees, agents and subcontracts who provide services on site under this Agreement. Service provider 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 ORC 3319.39(B).
- The successful Service provider and their subcontractors, including organizations having personnel, equipment and vehicles on District property, shall provide evidence of insurance as follows:

Commercial General Liability \$1,000,000.00 Limit of Liability	-	including limited contractual liability (per occurrence)
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
Professional Liability 100% of awarded contract amount	-	including Cyber Insurance

This requirement must be fulfilled by the successful service provider 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 shall not be canceled without thirty (30) days' prior written notice to CMSD.

The required insurance must be provided by a company licensed by the State of Ohio, which company must be financially acceptable to CMSD.

- In submitting a proposal, Service providers agree, unless specifically authorized in writing by an authorized representative of CMSD on a case by case basis, that it shall have no right to use, and

shall not use, the name of Cleveland Metropolitan School District, its officials or employees, in any advertising, publicity, promotion, nor to express or imply any endorsement of Service provider's services.

- CMSD has a Diversity Business Enterprise and Affirmative Action Program in effect. Information about this program and forms for compliance are set forth in Appendix C All service providers submitting a proposal must complete the appropriate forms and submit same with their proposal.
- A Performance Bond or certified check, made payable to the Treasurer of the Cleveland Metropolitan School District, in a sum equal to 100% of the total contractual award shall be provided by the awarded service provider. The bond or check shall be conditional on the faithful performance of the work in accordance with the scope of work and specifications, and will remain in the possession of CMSD for the term of the contract and material warranties, whichever is concluded last. Such bond or check shall also indemnify Cleveland Metropolitan School District against such damages as may be suffered by failure to perform such contract according to the provisions thereof and in accordance with all Contract Documents, including scope of work and specifications. Any submitted bond must be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. The bond must be accompanied by 1.) a certified power of attorney for the agent to sign the bond and 2.) a certificate of compliance

If the awarded service provider fails to satisfactorily perform the contract, the bond company which provided the performance bond to obtain timely performance of the Contract.

PROPOSAL RESPONSE FORMAT REQUIRED SECTIONS

The following sections must be included in the service provider's proposal to CMSD to be deemed complete. All material must use the same numbering provided in this section. Each section has been labeled with bullets describing what information the service provider should provide in the text of their response. The service provider should provide at a minimum this information but should use these sections to describe in detail their solution. CMSD will use this outline and the requirement items in Part 1: Background and Scope of Work to determine if the service provider has provided a responsive proposal. Please ensure that your team has also read Part 1: Background and Scope of Work as it provides the CMSD context in which the system will be implemented and CMSD's expectations for a tool and project management.

PROPOSAL SECTION I - INTRODUCTION

Section 1.1 Cover Page

This must include the RFP number, title and complete service provider name and mailing address.

Section 1.2 Cover Letter

The cover letter should be on company letter and include the following:

- Identify the qualifications that you bring to this project. Explain what differentiates your services from others in the market.
- Include a brief introduction of the primary service provider and subcontractors.
- Include a brief statement about how/when the primary service provider and subcontractors have worked together before.
- Include a statement that the authorized signer has provided this response and pricing to be good for a minimum of 90 days from the date of submission.
- Confirm that the organization will comply with all the provisions of this RFP. Any exceptions to CMSD contract general terms and conditions should be discussed here.
- Include the telephone number and e-mail of the person CMSD should contact regarding the proposal.
- A service provider representative authorized to make contractual obligations must sign the cover letter.
- The cover letter must not include any information regarding fees, pricing or other compensation.

Section 1.3 Table of Contents

Provide sufficient detail and correct number and labeling so reviewers can locate all the elements of the service provider proposal readily. Each section of the proposal as outlined in this Part 2 of the RFP should be listed in the Table of Contents. Numbering should conform to the Section numbers in Part 2 of the RFP (this section) with additional information the service provider would like to provide in subsections and appropriately labeled headers.

Section 1.4 Understanding of Scope of Services

The service provider should reference Part 1 of the RFP – Scope of Work and read the CMSD background and Scope of Work (Sections 1 through 4) to support their response in this section of their proposal.

- Provide a high level overview of your approach, the distinguishing characteristics of your proposal, and the importance of this project to your overall operation.
- Document your understanding of the purpose and scope of this project.
- Document the pertinent issues and potential problems related to the project.
- Recommend your solution, explain its value and provide substantiation why your company is the right choice.

Section 1.5 Company History

- Number of years in business
- Type of services provided

Section 1.6 Legal Status

- Legal status of your organizations (i.e. Corporation, Partnership, Sole Proprietor, Limited Liability Company or Limited Liability Partnership)
- Federal Tax ID Number
- Company's principal financing or banking organization contact's name, address, email and telephone number

Section 1.7 Summary Product Information

- Length of time the system has been on the market and operational with actual customers
- Number of versions of the software that have been released

Section 1.8 Subcontractor Information

- Introduction of the subcontracting company – history, background, years in business
- Describe the role the subcontractor will play on the CMSD project
- Describe (briefly) how the primary service provider and subcontractor have worked together before

Section 1.9 Contract Performance and Disclosure

If a service provider has had a contract terminated due to the service provider's non-performance or poor performance during the past five years, all such incidents must be disclosed. If no such terminations have been experienced by the service provider in the past five years (5), so indicate.

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

Section 1.10 Subcontractor Performance and Disclosure

As with section 1.9, any and all performance and disclosure issues for all subcontractors must be noted. If a subcontractor has had a contract terminated due to their non-performance or poor performance during the past five years, all such incidents must be disclosed. If no such terminations have been experienced by the service provider in the past five years (5), so indicate.

- Please describe the performance incident in detail. Be sure to include the other party's name, business, address, telephone number and e-mail.
- Identify if the subcontracting firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organization and company direction.
- Provide details of any past or pending litigation, or claims filed, against the subcontracting firm that may affect your performance under a Contract with the Owner.

- Identify if the subcontracting firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- Identify if any relationship exists by relative, business associate, capital funding agreement, or any other such kinship between the firm and any District employee. If so, please explain.

PROPOSAL SECTION 2 – TECHNICAL SOLUTION

In this section of the RFP response, the service provider should be clear in describing their proposed solution and how it meets the needs of CMSD. The narrative, diagrams, and any other information should clearly illustrate how each process area for the Budget Allocation and Preparation are met as well as how the tool is integrated together and would be implemented within CMSD.

Section 2.1 Proposed Technical Solution

In section 2.1 of the service provider’s proposal, the service provider should provide, in broad strokes, a description of the technical solution and how it meets the needs of CMSD. The service provider should describe all the modules that are being offered in the proposed solution and how they fit together. In the subsequent parts of Section 2, the service provider will describe in detail how they meet very specific technical requirements. In the subsequent sections of the service provider response, the service provider should specifically answer all technical questions to provide CMSD with a clear understanding of the tool’s functionality, use, and implementation.

Section 2.1.1 System Implementation

Describe your approach and methodology to implementation on a project this size. In this section the service provider should explain all the phases of the project.

- If the service provider proposes a full implementation at one time (e.g. build all with go live on a single date), please describe that. However, if the modules need to be implemented in phases, provide a model/plan for a phased implementation of different modules in the Budget Allocation and Preparation Portal. Please describe how this is accomplished, the sequencing of the modules and how the system is implemented in phases including training and usage of the system as new modules are added on over time.
- Provide an illustrative roadmap which depicts the Budget Allocation and Preparation Portal implementation phases; a breakdown of each phase and description of the implementation activity taking place, and the program deliverables for each phase. Include a timeline in table or graphical representation which will provide CMSD with an overview of estimated timelines for all phases. Make sure that phases in this section match phases outlined in the project plan.
- Include recommendations concerning any purchase requirements for software, hardware, network/communication, licensing, and/or SaaS costs, licensing, etc. The details of which can be described in subsequent sections.
- Describe the reason for selecting this methodology and provide details of tasks (some examples below) to be undertaken:
 - Confirmation of requirements
 - Process mapping
 - Report definition
 - Configuration
 - Customization

- Integration testing
- Performance/load testing
- Quality testing
- Data Load
- Lessons learned
- Lessons learned

Section 2.1.2 Software Lifecycle

The Proposal must describe the software service provider’s approach to releasing upgrades. This discussion must include:

- Description of your software development lifecycle.
- A calendar or timeline of releases scheduled over the next 3 years; if a calendar/timeline is not available please explain why. Include the frequency of release for major version changes and minor fixes/patches.
- Does the upgrade to the new version require an outage? What permissions are needed for the upgrade?
- If software becomes available on new platforms (hardware) and/or operating systems, explain the policy concerning existing customers making the change to the new software.
- Describe how releases are communicated.
- Explain how new releases impact customization.
- Include how software versions are managed and tested by the service provider prior to release.
- Include the requirements on the client side for testing and implementation of new versions.
- Provide details on how issues with a release are resolved.
- Provide an example of release notes associated with your latest software upgrade, fixes/patches, etc.

Section 2.1.3 Architecture

Provide recommendations concerning the overall infrastructure and architecture needed to implement the system on CMSD’s side. Please make sure to clearly outline this for a SaaS solution.

- Does any part of the proposed application require a client or workstation install? Which browsers and browser versions are officially supported?
- Describe the process used to migrate changes between non-production and production environments in the proposed architecture.
- Provide a sample architectural diagram that reflects the proposed solution components, including:
 - The proposed server hardware recommendations, including hardware specifications, operating system, CPU requirements, etc. for deployment and sufficient management of the proposed solution.
 - Provide details regarding minimum bandwidth requirements for application access and data access for “normal” daily operational use (provide your definition of “normal daily operational use”). Describe the typical impact expected on the network once the solution is implemented.

- Provide the data storage requirements and best practices for ongoing projection and management of storage needs for the solution.
- Make sure to detail both on-premise and SaaS solutions as applicable.
- General Questions on Service provider Environment
 - How many data centers do you have? Is site internally or externally managed?
 - Describe the architectural layout and redundancies of the data center.
 - What is the backup procedure for your site?
 - Who provides your Internet access? At what level is the service?
 - Do you perform security audits of your data center? If so, please describe frequency, types, and who performs.

Section 2.1.4 Interfaces

In this section, service providers should provide details on how the solution will meet the needs of CMSD in being an integrated system, including integration within your solution, with CMSD systems, and with third party systems.

Section 2.1.5 Data and System Functionality

In this section, the service provider should describe in detail the core data and system functionality of their product. In this section describe your tool in detail and how it meets CMSD requirements. Include how each part of the tool meets CMSD's needs for each of the Budget Allocation and Preparation functions.

Section 2.1.6 Configuration

The service provider should describe the options for configuring/customizing the standard application.

Section 2.1.7 Compliance with State Mandates

Service providers must include in their proposal how State mandated changes (including legislative, judicial or administrative) will be incorporated into their software. This should not be general compliance, the service provider should be explicit in confirming they will be and/or are in compliance with all State of Ohio and Federal mandates.

Section 2.1.8 Business Process Framework (BPF)

CMSD currently has limited workflow capabilities in the existing Budget Allocation and Preparation portal and between this system and the SIS. It's critical that the data flow between systems and display are well integrated. In this section please describe your workflow services.

Section 2.1.9 Flexibility & Scalability

While CMSD wants to have a standard, best practice based designed, solution, it is critical there is some flexibility and scalability to the solution.

Section 2.1.10 Security

The service provider should describe in detail how they manage security within their system.

Section 2.1.11 Data Ownership

CMSD will maintain ownership of all its data. Service providers should discuss the protocol to provide data to CMSD should CMSD and the service provider discontinue a contract.

- Describe how the service provider will meet these policies on data ownership.
- How does the service provider ensure (through security and other mechanisms) that no one except CMSD has access to their data?
- How will CMSD access their data if the contract between CMSD and service provider is discontinued?

Section 2.1.12 Disaster Recovery Plan

- The service provider should describe Disaster Recovery plans and policies to ensure that any system CMSD purchases will be secure and available.
- Provide detailed documentation defining the back-up process for the Proposer's application. In case that one of the databases has to be restored from an older backup, how does the re-synchronization work.
- Describe the disaster recovery location and infrastructure to ensure it has the capacity to handle CMSD data

Section 2.1.13 Performance

- Please describe in detail the service level agreements (SLA) and performance the service provider has for clients.

PROPOSAL SECTION 3 – TROUBLESHOOTING / TESTING / GO-LIVE REQUIREMENTS

In this section of the proposal response, the service provider should describe in detail how they will troubleshoot, test and ensure that the system go-live will be completed with fidelity.

PROPOSAL SECTION 4 – MAINTENANCE/ LICENSING / WARRANTY

In this section, the service provider should address maintenance processes as well as planned updates. All maintenance / license / warranty costs will be addressed in the separate finance proposal.

- System Environments
 - Describe how a development/test, training, and production environments are set up and maintained through the development, implementation, and post-implementation periods.
- Modifications
 - Proposal must define the conditions under which service provider personnel will be available to perform modifications during the life of the software.
 - Explain in what situations CMSD would incur additional costs and what the price categories would be.

PROPOSAL SECTION 5 – TECHNICAL SUPPORT

The service provider should describe issue resolution, help desk and technical support processes for CMSD. Include information on the types/tiers of support available.

- Issue Resolution Process
- Describe your technical support/customer service operations, including:

- Describe how the service provider has provided help desk support to a client:
- Describe self-service / help functions that are integrated in the Budget Allocation and Preparation Portal.
- Provide an example of a report that CMSD may receive on technical support requests and resolutions.

PROPOSAL SECTION 6 –CHANGE MANAGEMENT/ TRAINING / DOCUMENTATION

It is critical that CMSD not only have a technical solution but also change management support during the implementation. Change management will support CMSD in the cultural/process changes necessary to move to the new system. In addition, the service provider should provide a plan and approach for training to support CMSD’s implementation.

PROPOSAL SECTION 7 – HISTORICAL/EXISTING DATA LOAD

- CMSD does not have a requirement to import historical data into the system. However, there will be a need to set-up the system for the upcoming budgeting period with schools. Please provide a plan and approach to import data to prepare for the 2023 budgeting, including the types of data which can be imported and the process for import.

PROPOSAL SECTION 8 – PROJECT MANAGEMENT & IMPLEMENTATION

In this section, the service provider should explain their project management to support the project from project initiation through implementation, including post-implementation support.

- 8.1 Project Management Approach**
- 8.2 Interface with CMSD**
- 8.3 Project Reporting & Evaluation**
- 8.4 Risk Management**

PROPOSAL SECTION 9 – PROJECT PLAN & STAFFING PLAN

In this section, the service provider should provide a detailed chart/timeline of the project plan. All areas of implementation noted in Section 2.1.1 and other areas of the narrative should be clearly noted/defined in the plan. All milestones should be clearly marked.

9.1 Project Plan

- Provide a detailed project plan outlining the overall implementation of the new ERP system. This plan should address all areas of the project – including training and change management and project assumptions.

9.2 List of Deliverables

The service provider should include a list of deliverables for all aspects of the project that will be given to CMSD, including but not limited to the following list below. The service provider should include all additional deliverables that they will provide to CMSD during this project. The project plan should reflect the date, marked as a milestone, of each of the deliverables.

- Project staffing plan
- Project plan
- Process maps

- Functional requirements
- Historic data mapping
- Historical data load plan
- Test plans and test results (historical data load, interfaces, performance/load, UAT, regression, etc.)
- Network diagram
- Integration diagram
- Data flow diagram
- Security documentation
- System requirements specification / Build plan
- Change management plan
- Training plan
- Training materials
- System resource documentation (e.g. user guides)
- Troubleshooting materials
- Help desk escalation process and procedures
- System Acceptance sign-off documentation
- SLAs

9.3 Staffing Plan

Identify all proposed key project personnel, including subcontractor staff (implementation, customer service, training, ongoing, etc.).

NOTE: CMSD reserves the right to approve or disapprove any change in the successful service provider's project team members whose participation is specifically offered in the proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the project.

PROPOSAL SECTION 10 - RESUMES

Resumes for all staff assigned to the project should be included. Resumes should clearly indicate if the staff is part of the primary service provider team or a subcontractor. Please limit resumes to 1 page and ensure that resumes list the more relevant experience to the CMSD Budget Allocation and Preparation type of project.

PROPOSAL SECTION 11 – REFERENCES

At least four (4) references should be provided for the project. At least one (1) reference should be of a joint project by the primary service provider and the subcontractor. At least one (1) reference should be that of a school district of the size and scale of CMSD. References will be judged based on the complexity of work completed, as well as the efficiency and effectiveness of the solution and experience of the former client in working with the service providers.

Service providers must address the following in a reference narrative prior to the reference information in the tables:

- Describe your experience in completing similar projects on time and on budget

The following form/table MUST be used for all references. The service provider can reproduce the table in their own word document, but the content/titles on the left should not deviate from what is requested in the table below. Some notes, directions are provided in the table below to support the service provider in completing the table. Please include four (4) reference tables in the response – one for each reference – and number accordingly.

Reference 1	
Project Name:	
Client Name	
Subcontractors on Team	<i>If no subcontractors were used, please note NO SUBCONTRACTORS USED</i>
Project Start Date	
Project End Date	<i>If the project is still in progress, please note ONGOING</i>
Total Cost	
Software Implemented including version	<i>Should list the software and the version, e.g. Software brand software v1.2.</i>
Third party tools implemented and version	<i>Should list all third party tools and version, e.g. BUSINESS OBJECTS v 6.7</i>
Integration with SIS	<i>Should list the name of the SIS software at CMSD of Reference along with the version of that software</i>
Description of project including modules implemented, integration with other client systems	
Description of support provided (help desk, post implementation support)	
Description of any lessons learned	
Reference Name (first, last)	
Reference Email	
Reference Phone Number	

PROPOSAL SECTION 12 – AUDITED FINANCIAL STATEMENTS

Include a copy of the most recent plus prior two years audited or compiled financial statements prepared by a Certified Public Accountant for the firm. Please mark this information as confidential and not for public disclosure. Please be clear to label this section confidential/not for public disclosure with watermark or other notation so that this information will not be available via any public request.

PROPOSAL SECTION 13 – COMPLETED EXCEL REQUIREMENTS MATRIX

The service provider must complete the CMSD Functional Requirements (Attachment A) of the RFP. FAILURE TO FULLY COMPLETE THE REQUIREMENTS MATRIX MAY LEAD TO A DISQUALIFICATION OF THE PROPOSAL RESPONSE.

CMSD has provided a thorough set of requirements for each area specified in Appendix A, including:

1. Required Features: Legally mandated or functional need without which they could not operate
2. Highly Beneficial: Features that make a major contribution to the efficiency or control of a function/process.
3. Future Consideration: May be added to the system in a future phase.

Completing this matrix should provide CMSD with a detailed level of understanding of the capabilities of your proposed solution. Each requirement listed in this attachment must be addressed. You cannot add or remove rows in the requirements matrix – only mark in the service provider response sections. Please complete the matrix by doing the following:

1. Indicate with an "X" the applicable SERVICE PROVIDER RESPONSE CODE in the columns for each item.
 - a. FS = Fully Supported; Provided "Out-of-the-Box"
 - b. CS = Configuration Supported (no changes to underlying source code)
 - c. TP = Third Party Software Required
 - d. CO = Customization / Modification (requires specified changes to source code)
 - e. NS = Not Supported; Unable to Meet Requirement

Note: indicating NS will not disqualify your proposal. CMSD will consider all requirements along with the service provider's complete package.
2. List the module(s) of your system that would be used to meet the requirement.
3. If the requirement is not "out of the box", please provide as much documentation as possible to support how you would implement that requirement and estimates of what impact the implementation would have on time frames of the project.

Please be sure that you have completed all tabs and include this template along with your proposal. This template does not count towards the maximum number of pages.

PROPOSAL SECTION 14 – ALL CMSD RELATED FORMS

There are a number of REQUIRED forms in Appendix C of the RFP that must be completed by the service provider. These forms must be completed, signed as described in the text and included in THIS SECTION IN THIS ORDER of the service provider response. These forms include:

- Addendum Acknowledgement
- Acknowledgement
- Service Provider Request Form
- Taxpayer ID – W9
- No Proposal Form
- Conflict of Interest
- Proposer Qualification Form
- Certificate of Liability Insurance
- DBE Forms - A, B, C, D, E, F, G & H
- EOA Contractual Declaration Forms 1 & 2
- Employment Data Form

COST PROPOSAL & PRICING

The primary service provider is defined as the sole party to the contract with CMSD and the sole point of contact between CMSD and the Service Provider, who is accountable and responsible for the successful integration of all solution components being proposed by the service provider. The primary service provider is responsible for negotiating all pricing and submitting ALL costs related to the project including all costs for securing and integrating any third party solutions as well as the technical support around those third party solutions. ALL third party solutions MUST be identified in the Requirements Matrix (Appendix A of this RFP, which will become Section 13 of the service provider's response).

All Service provider proposals and pricing are required to be offered for a term of not less than 90 calendar days in duration. A proposal may not be modified, withdrawn or cancelled by Service provider during the 90 day time period following the time and date designated for the receipt of proposals. It is CMSD's intent to procure the software solution that meets the long-term criteria of CMSD. CMSD, during the course of the selection process may decide to purchase a subset of the Service provider's proposal components with the initial contract. CMSD requires that Service providers agree for a period of three (3) years from the date of the Service provider's proposal to honor software and services pricing established within the Service provider's proposal response for Service provider proposed components which are not included in CMSD's initial purchase. The price of the proposed components can only be increased by the Service provider during such time period by an amount equal to the annual CPI-W adjustment for the CPI region or 3% whichever is less.

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

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

1.1 Cost Proposal Narrative

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

1.2 Cost Proposal Overall Costs

The service provider should use the tables below to articulate the cost for the implementation of their proposed solution. Any additional pricing material that is not in this form will not be accepted. Third party costs should be included.

Cost Proposal	System Design & Implementation	
<i>Task</i>	<i>Cost</i>	<i>Notes</i>
Overall Project Management		
Kick-off Meeting including detailed demo/review of system		
Requirements Confirmation		
Process Mapping		
System Configuration		
System Customization (if any based on the requirements matrix)		
System Functional Testing		
System Performance Testing		
Total		

Cost Proposal	Functional Modules	
<i>Task</i>	<i>Cost</i>	<i>Notes</i>
Core Modules as required for features described in the RFP		
Optional Modules*		
Interface with Workday (ERP)		
Interface with e-School Plus/SIS		
Total		

*These are not required modules. If service provider does not offer modules for other features/functions, please state this.

Cost Proposal	Change Management, Training & Technical Support	
<i>Task</i>	<i>Cost</i>	<i>Notes</i>
Overall Change Management, Project Management for Training & Support		
Help Desk Support		
Training Plan Development		
Training Delivery		
Technical Support		

Cost Proposal	Additional/Optional Pricing	
<i>Task</i>	<i>Cost</i>	<i>Notes</i>
[Please specify, add additional rows as necessary to be explicit about costs]		
Total		

Total Price for Implementation of SaaS Solution _____

1.3 Cost Proposal Licensing & Maintenance Costs

- Maintenance costs to address as many of the functional requirements as possible for a period of five (5) years.
- Provide pricing by specific cost item on a year-by-year basis, representing CMSD’s anticipated Total Cost of Ownership.
- Include detail as applicable for SaaS and on-premise solutions: software, hardware, licensing, etc.

Cost Proposal (use the rows below as applicable)	Licensing & Maintenance	
<i>Task</i>	<i>Cost</i>	<i>Notes</i>
Licensing & Maintenance Year 1		
Licensing & Maintenance Year 2		
Licensing & Maintenance Year 3		
Additional Software Costs		
Hardware		
Hosting Year 1		
Hosting Year 2		
Hosting Year 3		

Cost Proposal (use the rows below as applicable)	Licensing & Maintenance	
<i>Task</i>	<i>Cost</i>	<i>Notes</i>
Hosting Year 4 (option to extend contract)		
Hosting Year 5 (option to extend contract)		
[Other – please specify]		
Total		

Three year licensing & maintenance cost _____

Three year hosting cost _____

Cost Proposal (use the rows below as applicable)	Licensing & Maintenance	
<i>Task</i>	<i>Cost</i>	<i>Notes</i>
Licensing & Maintenance Optional Year 4		
Licensing & Maintenance Optional Year 5		
Hosting Year 4 (option to extend contract)		
Hosting Year 5 (option to extend contract)		
Total		

Optional two year licensing & maintenance cost _____

Optional two year hosting cost _____

1.4 Payment Projections / Schedule

Service provider must include a proposed schedule of payments. The trigger for payment for each cost must be identified (e.g. timing, deliverable) in the table below. The service provider may add more rows to the table as necessary to indicate all project milestones and the payments due.

Project Plan Milestone	Payment Amount Due	% of Total	Notes
Total		100%	

SECTION 21: AWARD OF CONTRACT

The contents of the RFP, including all appendices and addenda thereto, and the commitments set forth in the proposals shall be considered contractual obligations. Failure to accept these obligations may result in cancellation of the award.

The contract award will not be final until the Board of Education of the Cleveland Metropolitan School District and the selected Service provider execute a mutually satisfactory contractual agreement.

The Contract Documents consist of the following:

- a. CMSD Service provider Contract
- b. Certified Purchase Order to be issued to award Service provider
- c. RFP Scope of Work- Part 1
- d. RFP Specifications- Part 2 and Appendix A
- e. Cost and Pricing Proposal
- f. All Purchasing Documents set forth in Appendix C Part I herein
- g. All applicable addenda
- h. All applicable Service Level Agreement terms and conditions mutually agreed to by Service provider and CMSD

The awarded Service provider shall perform all work described in the Contract Documents, including without limitation, all terms and conditions of the scope of work and specifications contained in herein or otherwise stated in the Contract Documents reasonably inferable there from by the Service provider as necessary to produce the results intended therein.

**Contract Terms and Conditions- CMSD Service provider Contract
(SAMPLE)**

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

(State Purpose)

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

CMSD’s request for proposal and the Service provider’s proposal or proposal are incorporated herein as if fully re-written.

2. **TERM.** This Agreement shall commence on the date executed by the second of the Parties to sign this instrument and shall terminate on acceptance of all equipment, supplies, goods, services and deliverables described above and no later than (*Date*); provided, however, that CMSD may terminate this Agreement without obligation and without cause by giving fourteen (14) days written notice to the Service provider under the Termination for Convenience clause below.

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

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

4. Payment for this contract shall be:

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

payable as follows (*state payment terms*):

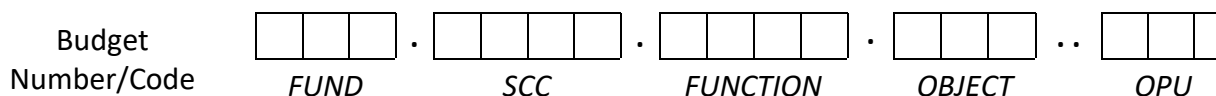
Payment rendered may be within ninety (90) days after CMSD receives an invoice from the Service provider together with a detailed summary of the equipment, supplies, goods, services and deliverables provided.

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

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

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

5. **FUNDING SOURCE.**



6. **INDEMNIFICATION AND HOLD HARMLESS.** The Service provider shall indemnify, defend, and hold harmless CMSD, 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 Service provider or its employees, officers, or agents, in the course of the Service provider’s performance of this Agreement or the Service provider’s failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.

7. **INDEPENDENT CONTRACTOR STATUS.** Service provider and CMSD acknowledge and agree that Service provider is an independent Contractor and has no authority to bind CMSD or otherwise act as a representative of CMSD. CMSD will provide no benefits such as health insurance, unemployment insurance, or worker’s compensation insurance to Independent Contractor. Independent Service provider will be responsible for payment of all federal, state and local income taxes, unemployment and worker’s compensation coverage’s.

8. **CONFIDENTIALITY/OWNERSHIP.** The Service provider agrees that all financial, statistical or proprietary information provided by CMSD or any information that the Service provider may

acquire, directly or indirectly, if any, which relates to CMSD will be kept confidential and not used by or released to any third party or parties without the prior written consent of CMSD. The Service provider further agrees that any written material, (e.g., report, study, etc.), developed for CMSD shall be property of CMSD, and CMSD shall be entitled to obtain copyrights or any similar such protection for any deliverables furnished by the Service provider under the terms of this Agreement, and that any such materials be considered a “work-for-hire.”

9. **NO DAMAGES FOR DELAY.** CMSD shall not be held responsible for any loss, damage, costs, or expenses sustained by the Service provider 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 CMSD, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Service provider.
10. **FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION.** *[ATTACH CERTIFICATION FROM AUDITOR OF STATE’S WEBSITE AND FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM) WEBSITE]*

<https://ohioauditor.gov/findings/Certified/default.aspx>

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

Service provider represents that it has no unresolved findings for recovery against it by the Ohio Auditor of State or any notice of debarment or suspension from any Federal Agency. CMSD may terminate this contract at any time if the service provider or any of its directors or officers is found at any time to have any unresolved findings for recovery by the Auditor of State or any notice of debarment or suspension from any Federal Agency.

11. **CRIMINAL BACKGROUND CHECK.** Service provider 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 Service provider to CMSD at service provider’s expense.
12. **DISCRIMINATION.** Service provider certifies that it does not discriminate and covenants that it shall not discriminate on the basis of race, religion, marital status, color, national origin, sex, age, disability or any other classification protected under federal, state, or local law.
13. **PERSONNEL.** Upon CMSD's request, and in its sole discretion, Service provider shall replace personnel, if any, assigned by Service provider.
14. **LABOR DISPUTE.** If the Service provider has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the party shall immediately give notice, including all relevant information, to CMSD.
15. **PROMPT PAYMENT DISCOUNT.** If the Service provider offers a prompt payment discount on any other contract, public or private, then CMSD shall be extended the same discount on this contract and shall be so notified of the existence of the discount and the terms thereof.

16. **DAMAGE TO BUILDINGS, EQUIPMENT, AND VEGETATION.** The Service provider shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on CMSD premises. If the Service provider's failure to use reasonable care causes damage to any District property, the Service provider shall replace or repair the damage at no expense to CMSD as CMSD directs. If the Service provider fails or refuses to make such repair or replacement, the Service provider shall be liable for the cost, which may be deducted from the contract price.
17. **TIME.** Time is of the essence in the performance of this contract.
18. **NOTICE OF BANKRUPTCY.** If the event Service provider enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Service provider agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to CMSD Office responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.
19. **PAYMENT OF MONEYS DUE DECEASED SERVICE PROVIDER.** If the Service provider dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Service provider from CMSD for services rendered prior to the date of death or dissolution shall be paid to Service provider's executors, administrators, heirs, personal representative, successors, or assigns or as may be directed by an order of a Probate Court.
20. **AVAILABILITY OF FUNDS.** The Parties acknowledge and agree that CMSD is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1, through June 30). If funds are not allocated for the Services that are the subject of this Agreement following the commencement of any succeeding fiscal year during which this Agreement may continue, CMSD may terminate this Agreement without liability for any termination charges, fees, or penalties, at the end of its last fiscal period for which funds were appropriated. CMSD shall be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. CMSD shall give the Service Service provider written notice that funds have not been appropriated (a) within a reasonable time after CMSD receives notice of such non-appropriation; and, (b) at least fourteen (14) days prior to the effective date of such termination.
21. **RECORDS.** The Service provider shall maintain all records pertaining to this Agreement on file for not less than ten (10) years and until any audit issues are resolved and to make such records available to CMSD, or any other duly authorized representative, upon request except if this is a federally funded contract. If this is federally funded, the service provider shall comply with all federally required records retention rules, regulations and laws and shall allow access as required by local, state or federal law, rules, regulations or ordinances.
22. **DEFAULT.** Any of the following events constitute default by the Service provider:
 - a. Non-performance of any term, covenant, or condition of this Agreement by the Service provider within the time provided; or

- b. Any act of insolvency by the Service provider or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of, or relating to debtors; or
 - c. The filing of any involuntary petition under any bankruptcy statute against the Service provider or the appointment of any receiver or trustee or to take possession of the property of the Service provider; or
 - d. Failure of the Service provider to pay a third party(ies) resulting in any claim(s) against CMSD or the filing of Liens on Public Funds; or
 - e. Failure to maintain the required insurance or equipment as well as failure to provide qualified/licensed personnel or quality and safe vehicles.
23. **EFFECT OF DEFAULT.** In the event of any default by the Service provider, CMSD may do any one or all of the following:
- a. Terminate the contract and withhold funds due, if any to satisfy any third-party claims;
 - b. Sue for and recover all damages arising out of the Service provider's default;
 - c. Cure the default and obtain reimbursement and cover from the Service provider.
 - d. Exercise any other rights available to it in law or equity.
24. **WAIVER OF DEFAULT.** If CMSD consents to or waives the breach of any provision of covenant in this Agreement, such waiver shall not constitute a waiver of such provisions or covenant as to the future, and CMSD shall not be estopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this contract.
25. **TERMINATION FOR CONVENIENCE OF DISTRICT.** CMSD may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Service provider. CMSD may terminate this Agreement for any reason or no reason at all.
26. **EFFECT OF TERMINATION FOR CONVENIENCE.** If CMSD terminates this Agreement for its convenience, then CMSD shall only remit payment to the Service provider for work performed up to the date of termination. In no event shall the Service provider be entitled to lost or anticipatory profits.
27. **MISCELLANEOUS.**
- a. Service provider 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 Service provider's (Proposal/Proposal), the terms of this Agreement shall govern.
- e. The paragraph headings are for convenience only and shall not effect the interpretation of this Agreement.
- f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.
- g. The service provider 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.

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

Contract Amendment- During the course of this contract, CMSD may request the awarded Service provider to perform additional work for which the Service provider may be compensated. That work shall be within the general scope of this RFP. IN such instances, CMSD shall provide the awarded Service provider a written description of the additional work, and the Service provider shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Service provider's proposal response to this RFP. If CMSD and the Service provider reach an agreement regarding the work and associated compensation, such agreement shall be effected by a means of a contract amendment. Any such amendment shall be signed by the Service provider and an authorized representative of CMSD. Service provider shall not commence additional work until CMSD has issued a written contract amendment and secured all required approvals.

SECTION 22: SERVICE PROVIDER CHECKLIST

A checklist is also included in the Appendix to assist service providers in the preparation of their proposals to ensure compliance with all document requirements

- Cover Page
- Cover Letter, signed
- Table of Contents
- Project Proposal (narrative) with all sections 1 through 8 addressed as noted in Section 5
 - Section 1 Introduction
 - Section 2 Technical Solution
 - Section 3 Trouble Shooting / Testing / Go-Live Requirements
 - Section 4 Maintenance / Licensing / Warranty
 - Section 5 Technical Support
 - Section 6 Change Management / Training / Documentation
 - Section 7 Historical Data Load
 - Section 8 Project Management & Implementation
- Section 9 Project Plan & Staffing Plan (including Organizational Chart)
- Section 10 Resumes
- Section 11 References (4)
- Section 12 Audited Financial Statements (prime service provider only)
- Section 13 CMSD Functional Requirements Document
- Section 14 Required CMSD forms
 - Addendum Acknowledgement
 - Acknowledgement
 - Service Provider Request Form
 - Taxpayer ID – W9
 - No Proposal Form
 - Conflict of Interest
 - Proposer Qualification Form
 - Certificate of Liability Insurance
 - DBE Forms - A, B, C, D, E, F, G & H
 - EOA Contractual Declaration Forms 1 & 2
 - Employment Data Form
- Cost proposal (in separate sealed envelope)
 - Cover page
 - Cost Proposal
 - Pricing Projection Over Time

APPENDIX A: REQUIREMENTS MATRIX

See attached Excel file: Appendix A – Requirements Matrix

APPENDIX B: PROJECT NARRATIVE WITH TIMELINE

Aligning our Resource Allocation Approach with our Principles of Learning and Teaching

History and Project Overview

As part of *The Cleveland Plan* – a strategic transformation plan codified in Ohio statute in 2012 – the Cleveland Municipal School District (CMSD) implemented a student-based budgeting (SBB) approach beginning in the 2014-15 school year that included a weighted student funding formula to differentiate school resource allocation based on student need and demographics. The SBB implementation also included expanding and defining school-level flexibilities available to school leaders. The approach was modelled after the Portfolio Strategy developed by the Center for Reinventing Public Education, in which a community establishes a “system of high-quality, diverse, autonomous public schools”.¹

CMSD’s school footprint, student enrollment and demographics, program composition, and academic strategies have changed and evolved since SY14-15, yet the funding formula remains largely unchanged. One important, significant evolution has been in CMSD’s defining and clarifying an instructional vision grounded in equitable access and outcomes and well-rounded educational experiences. This vision is captured across CMSD’s Profile of a Graduate, Principles of Learning & Teaching, and Core Values for Academic Practices, which are presented later in this document. CMSD leadership believes now is the time to reassess the student-centered funding (SCF) system and associated school-level flexibilities to ensure they are aligned with the district’s academic strategies and school portfolio, as well as flexibilities available through the US Department of Education flexibility agreement.

¹Center on Reinventing Public Education. Portfolio Strategy. <https://www.crpe.org/research/portfolio-strategy>

If CMSD is fortunate to receive a grant award from the US Department of Education, we will use the resources to update, redesign, and otherwise overhaul our current practices resulting in a new SCF system that will ensure an equitable distribution of resources to our most educationally disadvantaged students enabling them to have access to well-rounded educational opportunities. Recent experiences with COVID-19 and the public outcry connected to the killing of George Floyd have further awoken the public consciousness about issues of race and equity. The need to ensure we allocate resources to our neediest and most disenfranchised students has never been greater!

Current State and Challenges

CMSD's current SBB formula contains weights for the following student characteristics:

- Students with disabilities (three classifications)
- English language learners (three classifications)
- High mobility (K-8) and low attendance (high school)
- Below proficient outcomes on English and Math assessments
- Above proficient outcomes on English and Math assessments

The formula also contains a mechanism to ensure a minimum, "baseline" allocation, as well as protections against large gains and losses. Beyond the formula, schools also receive supplemental funding for specialty programs and other needs not fully captured in the formula. Finally, to complement the formula, school leaders have a suite of flexibility to determine the positions, curriculum, schedules, and other instructional inputs to meet achievement goals.

With more than five years of experience, we have identified several challenges with our current SBB approach, which we intend to address with an updated SCF system, including:

- There is not a clear link between the district’s funding approach and its Principles of Learning and Teaching, creating a gap between our current SCF system and our approach to enabling well-rounded opportunities for all students.
- Levels of equity could be improved and made more consistent. Currently, the formula is less effective at high schools, as evidenced by the fact that nearly every high school receives supplemental funding beyond the formula.
- The current formula does not address concentration factors, which may amplify the need at certain schools whether the level of resources needed does not move linearly with increases in need.
- More consistently enable well-rounded opportunities for all students. Currently, the District does not have clearly documented practices related to specialty school/portfolio school models; nor does it have a systematic approach to phasing schools in and out.
- The district has both flexible and inflexible resources associated with Special Education students and English language learner students, which creates confusion and complication for school-based budget planning. In general, we believe the level of flexibility could be improved.
- The expenses within the school budgets are 95% staffing, which means expenses largely move as a step-function. The funding formula is linear based on weights, so this creates complications that often result in “smoothing” with supplemental funding.
- The district lacks a clear, strategic, and systematic approach to supplemental funding. We allocate nearly \$15 million to school beyond the SBB formula, which risks being less transparent and potentially inequitable.

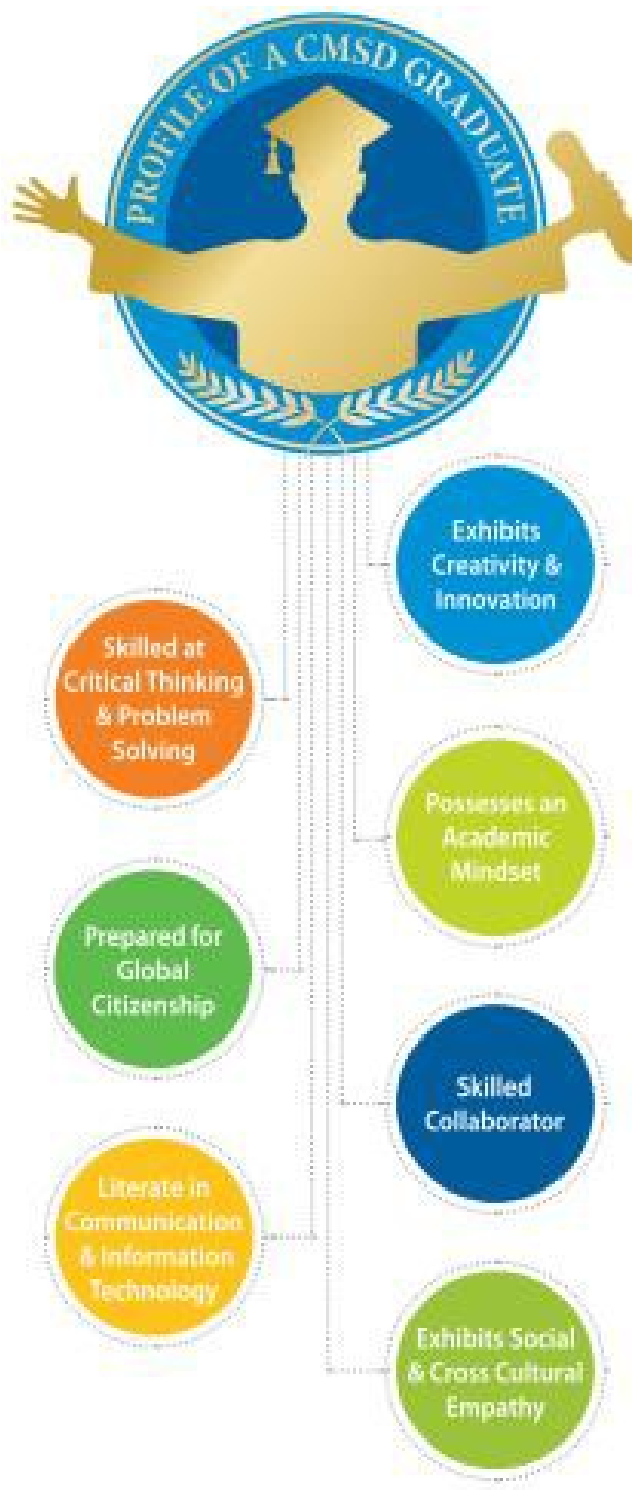
- The formula does not account for differences in teacher quality.

Project Design

CMSD's goal is to ensure its SCF system differentiates resources by prioritizing higher funding levels to its most educationally disadvantaged learners, while aligning with the academic strategies and expectations outlined in its Profile of a Graduate, Principles of Learning and Teaching, and Core Values for Academic Practice. Our first Core Value is ensuring equity of access, service, and support. For CMSD, this means ensuring "every child ... receive the support, resources, and care they need" and creating the environments where students continually grow towards high expectations. An aligned SCF is critical to equitably allocating resources to individual schools (based on individual students) to ensure these environments are enabled. Our Core Academic Values also highlight Excellence, Joy, and Adventure to round out our commitment to ensure all learners access a well-rounded educational experience. In addition to these Core Values, the other values and commitments within the Profile of a Graduate and Principles of Learning and Teaching address CMSD's commitment to equity, personalization, well-rounded educational experiences, and high levels of achievement for all learners. Ultimately, the district wants all learners to have access to high quality and rigorous academic experiences in viable and thriving schools that provide a consistent student and teacher experience irrespective of student demographics.

CMSD's Profile of a Graduate

PROFILE OF A CMSD GRADUATE



CMSD's Principles of Learning and Teaching

CLEVELAND METROPOLITAN SCHOOL DISTRICT

Principles of Learning and Teaching

At CMSD, our Beliefs and Guiding Principles of Learning and Teaching and Central Office Supports align to our Core Values and will drive our Instructional Programming and Decision-making.



At CMSD, Learning and Teaching:

- is interdisciplinary, interactive, fun, hands-on and engaging.
- happens through peer collaboration and conversation.
- occurs when there is productive struggle and learners are able to monitor their own progress.
- is authentic, relevant and real-world.
- is personalized and culturally relevant.
- affords opportunities to explore others' perspectives and needs.
- is a continuous process requiring ownership, reflection and self-assessment.
- is challenging, builds agency and provides opportunities for choice.
- involves facilitation and collaboration.
- integrates SEL practices naturally and is maximized by strong relationships
- incorporates restorative practices.
- provides opportunities for setting goals and monitoring progress towards those goals.

At CMSD, Central Office provides:

- supports that are scaffolded and specific to individual school needs—one size does not fit all.
- supports that are informed from best practices, useful, and differentiated based on feedback.
- supports that provide Learning and Professional Development that takes place in a meaningful way and mirror what we want our schools and classrooms to look like.
- supports that leverage the strengths of Leaders and Teachers across the District.
- supports that are designed to build capacity of school leaders to execute and meet District goals.
- supports that are proactive and authentic in practice.
- supports that assume the best intentions of all staff (District and school-based).

CMSD's Core Values for Academic Practice

CLEVELAND METROPOLITAN SCHOOL DISTRICT

Core Values for Academic Practice



Equity of Access, Service and Support

At the Cleveland Metropolitan School District ensuring equity means that every child and educator receive the support, resources and care they need, each and every day, in every school, in order to ensure that all students graduate prepared for college, career and life success.

This requires a continuum of opportunities and experiences before, during and after school, that aligns with their needs, abilities and interests.

A commitment to equity requires creating environments where students and educators are held to high expectations and continually grow in their sense of self and purpose. All decisions are made in the best interest of children.

At CMSD, we BELIEVE in children first!



Excellence

Excellence means fostering high-quality teaching and learning in every classroom, in every school across the city of Cleveland. Achieving excellence means we hold educators and students to the highest academic and professional expectations.

We do this by providing a personalized, challenging and rigorous curriculum that offers "choice," while considering the individual learning styles and program preferences.

At CMSD, we use a research and evidence-based instructional framework to guide teaching and learning. This requires the use of best practices and data as strategic assets to ensure the student experience is purposeful, thoughtful and rewarding for educators and learners.



Collaboration

CMSD expects purposeful and productive collaboration among students, educators, family and the community. Collaboration requires everyone to engage in inclusive diverse learning communities with common goals that foster an environment where people share, support and explore together.

At CMSD, collaboration is built upon strong relationships, clear communication, trust and commitment to put talent, expertise and smarts to work!



Transparency for Academic Empowerment and Choice

High quality teaching and learning happens when there is transparency on the "what" students need to know and be able to do, but flexibility and choice on the "how." Feedback and communication are essential components of teaching and learning for students, educators and families. When educators use a common framework, they improve communication because they are using the same set of core concepts and terms to describe the expectations to students, therefore creating clarity.

We believe that transparency around academic purpose and progress engages and empowers all stakeholders in the learning process!



Joy and Adventure

Learning should be full of joy and adventure for students and adults. It should empower us to explore ourselves and the world, igniting curiosity, innovation and excitement within us. At CMSD, we foster schools and learning communities where students and adults at every level experience the power of laughter and productive struggle, resulting in the breakthrough, elation and celebration of success. **In our classrooms and schools learning can be messy but instruction is clear with a willingness to try new things. At CMSD, our classrooms are safe spaces that engender student and teacher risk-taking and choice.**

To ensure these overarching goals are achieved, CMSD proposes a 4-phase, 60-month project that includes the design and implementation of a new SCF system, along with ongoing knowledge sharing with other districts and the continuous improvement of the SCF system. The following table identifies the four phases and when they occur over the 60-month period. For reference, each Project Year runs from October to September with Project Year 1 commencing October 2020. Based on this timeline, the new SCF system would be utilized by the District and school leaders between January and April 2022 for SY22-23 planning.

	Year 1	Year 2	Year 3	Year 4	Year 5
Designing the SCF System					
Implementation					
Continuous Improvement					
Knowledge Sharing					

Each of the four phases contains discrete subphases and activities that occur at various times during the Project Year. The charts on the following pages identify the subphases and the months when they will occur within each Project Year. Please note that Project Years 3, 4, and 5 are captured in a single chart because the same activities will occur at the same time in each year. Following the charts, is a more detailed narrative of the four phases, inclusive of key activities, project objectives, and performance measures.

Project Year 1												
	10-20	11-20	12-20	1-21	2-21	3-21	4-21	5-21	6-21	7-21	8-21	9-21
Designing the SCF System												
• Set Vision and Goals												
• SCF Design												
• Implement Budget Tool												
Knowledge Sharing												
• Cross-District Collaboration												
• Produce Documentation												

Project Year 2												
	10-21	11-21	12-21	1-22	2-22	3-22	4-22	5-22	6-22	7-22	8-22	9-22
Designing the SCF System												
• Training												
• Implement Budget Tool												
Implementation												
• Spring Planning												
• Fall Adjustment												
Continuous Improvement												
• Review Prior Year												
• Iterate on SCF System												
Knowledge Sharing												
• Cross-District Collaboration												

• Produce Documentation													
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Project Years 3-5												
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Continuous Improvement												
• Review Prior Year												
• Iterate on SCF System												
• Update Training												
Knowledge Sharing												
• Cross-District Collaboration												
• Produce Documentation												

Phase 1: Designing the SCF System

During Phase 1 – Designing the SCF System – CMSD will engage heavily with District stakeholders to: 1) establish a vision and goals for the SCF system; 2) design the SCF system; 3) Implement a budget tool; and 4) conduct the training and build the capacity to implement the new SCF system. Phase 1 will kickoff in October 2020, following the award of the grant, and culminate 15 months later in December 2021 with a new SCF system. During this phase CMSD will apply to the US Department of Education for an SCF flexibility agreement in accordance with ESEA section 1501.

Workstream: Set Vision & Goals

The foundation of Phase 1 is a set of activities assessing the current state of resource allocation and budget development and defining goals for a new SCF system to align with CMSD's academic strategies. This workstream will involve a technical analysis of the current resource allocation approach, along with interviewing and collecting input from dozens of stakeholders, including teachers, parents, principals, network support members, and central office leaders. Project leadership will seek to collect input and analysis across the following areas and key questions:

Area	Key Questions
Define Student Need	<ul style="list-style-type: none"> • What constitutes “student need” in CMSD? • Which student characteristics and factors contribute to differentiated student need in CMSD? • How does student need vary across different types of students (e.g., economically disadvantaged, English language learners, high mobility, etc.)? • What incremental resources are needed to address different needs? • What components of the current SCF system distribute resources based on those needs? What components need to change?
Enable Viable and Thriving Schools	<ul style="list-style-type: none"> • How does CMSD define program viability and “thriveability” with respect to Principles of Learning and Teaching? • What is the aggregate and per pupil costs of achieving the desired student and teacher experience? • How does the cost differ between traditional and specialty model schools? • Are the current allocation levels and methods adequate to achieving viability and “thriveability”? • In what ways does our current SBB system promote or limit our ability to achieve our vision and goals?

Area	Key Questions
Identify Specialty Programs & Supplemental Funding	<ul style="list-style-type: none"> ▪ Which schools are defined as having a specialty models that requires additional resources? ▪ What resources are required to implement the specialty program with fidelity? ▪ Under what scenarios and processes would school receive supplemental funding?
Align Flexibility & Autonomy	<ul style="list-style-type: none"> ▪ What school-based flexibilities and autonomies are needed to maximize the use of resources allocated through the SCF system? ▪ To what extent do the district’s current flexibilities align with its goals? How well documented are the school-based autonomies and how well do principals understand them? ▪ How could greater flexibilities awarded from the grant support well-rounded educational opportunities?

Area	Key Questions
Implement & Support	<ul style="list-style-type: none"> • What central office network support structures are optimal to support effective decision-making and efficient operation/implementation of CMSD’s SCF system? • What capacity building is necessary prior to and beyond implementation to support principals and network support team members? • What is the ideal cadence/feedback loop to necessary to continually monitor, align, and improve the SCF system over time?

The key deliverables from this workstream will be quantitative and qualitative assessments of CMSD’s current SBB approach, a set of goals and position statement associated with resource equity, and initial design concepts for the new SCF system.

Workstream: SCF Design

Based on input from the “Set Vision and Goals” workstream, CMSD will convene a design team to construct a new SCF system. We envision the design team will be heavily comprised of school leaders to align with its Theory of Action, which explicitly identifies school leaders as those “best positioned to drive college and career-ready learning”. Their ownership of the SCF system and budget processes is critical to CMSD realizing the benefits of a well-rounded education for its most educationally disadvantaged learners.

The design team will be facilitated by a CMSD lead and external partner(s). They will meet regularly to ideate on options, review qualitative and quantitative outcomes of potential scenarios, and ultimately recommend an SCF system. The design team will prioritize:

- What to include in the formula to incorporate new flexibilities
- New student weights to better target needs
- Average vs actual policies to improve inequities from differences in teaching quality
- Supplemental funding policies
- Other policy decisions (baseline services, transition, “soft landing”, etc.)
- Other deliverables (final flexibilities, budget tools, etc.)

The key deliverables from the design team will culminate with recommendation around the SCF model, planning timelines and processes, budget tools, and flexibilities. These key deliverables will be influenced by feedback from the US Department of Education based on the district’s application for a flexibility agreement and ultimately require the Chief Executive Officer’s (CEO) approval to move forward.

Workstream: Implement Budget Tool

As part of this project, CMSD proposes to implement a budget tool in order to provide transparency to resource allocations and resource choices as well as simplify the process by which school leaders capture resource and budget decisions. Many tools also have features that provide real-time feedback and comparative information to school leaders to aid in decision-making.

Workstream: Training

Upon approval from the US Department of Education and CMSD's CEO, the district will prepare to implement the new SCF system. During this workstream, CMSD will finalize its training and guidance documentation; conduct training and build the capacity of school leaders, network support teams, and central office leaders; and build supporting tools. The capacity building phase involves training on the technical components of the SCF system and budget tool as well as the adaptive change of strategic resource use (i.e., aligning budget decisions with academic goals and strategic plans). The strategic use of resource is critical to the overall effectiveness of the SCF system in achieving the goals associated with providing a well-rounded education to our most disadvantaged students.

Phase 2: Implementation

During Phase 2 – Implementation – CMSD will utilize the new SCF system to plan for the 2022-23 school year. The district will use the SCF system to determine school allocations, and then school leaders will build budgets and make decisions articulated within established flexibilities. School leaders will make decisions between January and May 2022 – the “Spring Planning” workstream. Since these planning decisions will be made without complete knowledge of each school's student composition, school leaders and district leadership will revisit budgets and plan in August and September 2022 – the Fall Adjustment workstream.

Phase 3: Continuous Improvement

Between the “Spring Planning” and “Fall Adjustment” workstreams of the initial Implementation phase, CMSD will begin its cycle of continuous improvement. The core activities with the Continuous Improvement phase begin with reviewing the most recent Spring

budgeting and planning cycle. CMSD will collect survey information and conduct focus groups to evaluate the effectiveness of the SCF system, processes, and tools. It will then use that information to iterate the SCF design, retrain, build capacity, and update guidance documentation.

Phase 4: Knowledge Sharing

The “Knowledge Sharing” phase occurs regularly throughout the 60-month project. During the initial two years, CSMD proposes to participate (or lead) quarterly knowledge sharing opportunities with other districts participating under the grant and other districts interested in learning more about SCF systems. The district envisions these initial knowledge sharing events as opportunities to work through design and implementation challenges. Following the first two years, CMSD envisions these opportunities as ways to iterate on ways to increase the effectiveness of our SCF systems. As an experienced SBB district, CMSD has already provided significant input into the field through various conferences, publications, etc. and we look forward to continuing to do so within this project in both formal/informal settings.

Project Objectives and Performance Measures

The project objectives and performance measures included in our application reflect two themes. One set of project objectives seeks to measure how effectively we meet the project requirements (i.e., submit the flexibility agreement with 12 months and continuously improve the SCF system).

The other set of project objectives seeks to measure the effectiveness of the SCF system itself, specifically, how well does the SCF system achieve the vision and goals associated with equity, transparency, and flexibility. During the “Set Vision and Goals” subphase, we will

baseline existing metrics from the SBB system. We will use past surveys and data to ensure the design of the new SCF system supports achieving the newly set vision and goals.

CMSD Director of Research and Development will be instrumental to ensuring we establish valid baseline data and use appropriate research methods to collecting qualitative and quantitative data moving forward.

APPENDIX C: REQUIRED PURCHASING DEPARTMENT FORMS

Section I: Addendum Acknowledgement Form for RFP #21323

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: Service Provider 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	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester'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					
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or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: 1px solid black; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		

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 #21323

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: 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 VII: Proposer Qualifications Form

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

PROPOSER NAME: _____

ADDRESS: _____

CITY; STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

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

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

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

Name of insuring company: _____

Policy number: _____

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

Owned vehicles _____

Non-Owned vehicles _____

Name of insuring company _____

Policy number _____

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

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

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

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

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

Notarized Statement

_____ being duly sworn and deposes says

that he/she is the _____ of
(title)

_____, and answers to all the
(organization)

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


(signature)

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

Notary Public: _____

My commission expires: _____

Section VIII: 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): E-MAIL ADDRESS: FAX (A/C, No):														
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 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						<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 IX: 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: _____ Dated: _____
(printed)

Title: _____

DO NOT COMPLETE BELOW THIS LINE

___ Compliant ___ Compliance Pending ___ Non-Compliant

Compliance Date: _____

(signature, DBE Department)

(date)

2: DBE Form B

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

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

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

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

Proposer: _____

Date: _____

By: _____

Title: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

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

3: DBE Form C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

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

TO BE RETURNED WITH THE PROPOSAL

Signature of Non-DBE Prime Contractor

Date: _____

4: DBE Form D

DBE LETTER OF INTENT

To: _____
Non-DBE Prime or General Proposer

Project: _____

NON-DBE PRIME OR GENERAL PROPOSER

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

an individual a corporation a partnership a joint venture

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

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

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

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

Items _____

Projected Commencement Date _____

Projected Completion Date _____

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

Date

Name of DBE Firm (where applicable)

Signature of DBE (where applicable)

Signature of MBE Firm

(TO BE RETURNED WITH RFP)

Name of FBE Firm

Signature of FBE Firm

5: DBE Form E

DBE Unavailability Certification

I, _____, _____
Name Title

Of _____, certify that on _____
Date

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

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

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

Signature, Non-DBE prime Proposer Date

_____ was offered an opportunity to proposal on the above-referenced work on
_____ by _____
Date Non-DBE Prime Proposer

Signature, Non-DBE Prime Proposer

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

Signature, Non-DBE prime Proposer

6: DBE Form F

Non-Minority Prime Affidavit for DBE

STATE OF }
COUNTY OF } SS.

AFFIDAVIT

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

Name of Firm: _____

Signature: _____

Name and Title: _____

Date: _____

STATE OF }
COUNTY OF } SS.

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

(Seal)

Notary Public _____

Commission expires _____

7: DBE Form G

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

1. Name of Joint Venture: _____

2. Address of Joint Venture: _____

3. Phone Number of Joint Venture: _____

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

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

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

5. Nature of Joint Venture's Business: _____

6. Provide a copy of the Joint Venture Agreement.

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

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

a. Profit and loss sharing: _____

b. Capital contributions, including equipment: _____

c. Other applicable ownership interest: _____

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

a. Financial decisions: _____

b. Management decisions, such as:

i. Estimating: _____

ii. Marketing and Sales: _____

iii. Hiring and firing of management personnel: _____

iv. Purchasing of major items or supplies: _____

c. Supervision of field operations: _____

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

Form with fields for Name of Firm (Prime), Name of Firm (DBE), Signature, Name and Title, and 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

Section X: 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 read all of the foregoing statements and representations which are true and correct to the best of their knowledge and belief.

FIRM OR CORPORATE NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____