



SPECIFICATIONS, INSTRUCTIONS,

AND

PROPOSAL FORMS

FOR

RFP # 20764

HELP DESK AND FIELD SUPPORT

FOR THE

**CLEVELAND MUNICIPAL SCHOOL DISTRICT
dba
CLEVELAND METROPOLITAN SCHOOL DISTRICT
1380 EAST SIXTH STREET
CLEVELAND, OHIO 44114**

**UNDER THE DIRECTION
OF THE
MANAGEMENT INFORMATION SERVICES DEPARTMENT
OF THE
BOARD OF EDUCATION
OF THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT
CUYAHOGA COUNTY
OHIO**

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Note:

*The Appendix C: Submitter Experience and Support Capabilities Form,
which is the last section in this CMSD RFP#**20764**,
must be filled out in full by the proposer.*

SECTION I

REQUEST FOR PROPOSALS - #20764

Separate sealed proposals for the requirement set forth below will be received at the Cashiers Office of the Chief Financial Officer, Room 400S, Board of Education of the Cleveland Metropolitan School District, 1380 East Sixth Street, Cleveland, Ohio 44114, before **2:00 p.m. current local time on Tuesday, April 21, 2009.**

PROVIDING HELP DESK & FIELD SUPPORT FOR THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

Copies of Instructions to Proposers, Specifications, Affirmative Action and Diversity Business Enterprise Forms may be downloaded directly from the District's web page: www.cmsdnet.net. Click Procurement under Quick Links on Home Page. If you need assistance please contact: Linda.Thompson@cmsdnet.net – telephone # (216) 574-8588 or, John.Kacsala@cmsdnet.net – telephone # (216) 858-1218.

There will be a pre-proposal conference held on **Tuesday, April 7, 2009, at 10:00 a.m.** at Cleveland Metropolitan School District's Auditorium, 1st floor, 1380 East 6th Street, Cleveland, Ohio 44114. Attending the pre-proposal conference is not mandatory, but encouraged.

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.

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

No proposal may be withdrawn for at least ninety (90) days after the scheduled closing time for receipt of proposals by order of the Board of Education of the Cleveland Metropolitan School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.

Sharon E Williams
Purchasing Manager

SECTION I

LETTER TO PROPOSERS

Date: March 24, 2009

Subject: **Request for Proposals and Invitation to Proposers Conference for Providing Help Desk and Field Support for the Cleveland Metropolitan School District.**

Gentlemen/Madames:

In order to be considered, all proposals must be received at the Cashiers Office of the CFO, 1380 East Sixth Street, 400S, Cleveland, Ohio 44114 on or before **2:00 p.m., Tuesday, April 21, 2009. Two (2) original, with blue ink signatures, five (5) copies and one (1) electronic copy** 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.**

The Cleveland Metropolitan School District herewith extends and invitation to a representative of your organization to attend a Pre-Proposal Conference on **Tuesday, April 7, 2009 at 10:00 am** in the CMSD Administration Buildings Auditorium, 1380 East Sixth Street, 1st floor, Cleveland, Ohio 44114 for the purpose of reviewing the District's requirements for providing a Help Desk and Field Support for the Cleveland Metropolitan School District. Attached hereto are copies of the requirements and proposal forms.

Written questions will be accepted via e-mail or fax until **12:00 pm on Friday, April 10, 2009**. No telephone calls will be permitted. Send questions to: Fax # 216-574-2619 or 216-574-8145 or e-mail your questions to: Linda.Thompson@cmsdnet.net or John.Kacsala@cmsdnet.net.

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. All DBE questions may be directed to: Monique Trice at 216-574-8405 or Monique.Trice@cmsdnet.net.

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,



Sharon E Williams
Purchasing Manager

cc: James Fortlage, CFO; Joseph Podach, Deputy Chief Operations & Performance Improvement; Ilze K. Lacis, Director, MIS; Legal Counsel; File Copy

SECTION II

INSTRUCTIONS TO PROPOSERS

PROVIDING HELP DESK & FIELD SUPPORT FOR THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

1. All proposals shall be made upon the Proposal Form furnished by the Cleveland Metropolitan School District in the proposal package. All information requested in the proposal and in the proposal package must be filled in legibly and completely or the proposal may be disqualified. No oral, telephonic or telegraphic proposal or modifications will be considered. **Submissions must state RFP number on outside of submission package.**
2. Proposals are due in the Office of the Treasurer, Cleveland Metropolitan School District, Room 400S, Administrative Building, 1380 East Sixth Street, Cleveland, Ohio 44114, by **2:00 p.m.** current local time on **Tuesday April 21, 2009**. A pre-proposal conference will be held **Tuesday April 7, 2009** at the Cleveland Municipal School District's Administration Buildings Auditorium, 1380 East 6th Street, Cleveland, Ohio 44114 at **10:00 a.m.** Prospective proposers are strongly urged to attend and bring the proposal packages with them.
3. All submissions must include **Two (2) original with blue ink signature, five (5) copies and one (1) electronic copy.** Vendors not complying with this requirement will be sent a fax notifying them that they have twenty-four (24) hours in which to submit the required copies or their proposal will be **disqualified.**
4. No proposal may be withdrawn for at least ninety (90) days after proposal opening at **2:00 p.m.** current local time on **Tuesday April 21, 2009.**
5. The Cleveland Metropolitan School District reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional bids.
6. Proposer understands and agrees that subsequent to submission of the proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the proposer.
7. Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the project and does not create a binding contract.
8. Proposer further acknowledges and agrees that any such District Resolution may be revoked, at any time prior to execution of a formal, written contract.
9. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order or contract has been issued.

10. Proposer further acknowledges and agrees that execution of a contract or issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the proposal.
11. Proposers must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.
12. This request for Proposal should be submitted before **2:00 p.m.** current local time, **Tuesday April 21, 2009** to the Cleveland Metropolitan School District, Cashiers Office of the CFO, Room 400S, 1380 E. Sixth Street, Cleveland, Ohio 44114, the submission to include **Two (2) original with blue ink signatures, five (5) copies and one (1) electronic copy** of the following:
 - a. Completed Proposal Form including evidence of State certification to perform the work required.
 - b. Signed Acknowledgement for Instructions to Proposers.
 - c. Completed and notarized Proposer's Qualification Form.
 - d. Completed Declaration Regarding Material Assistance Form (DMA)
 - e. Completed and notarized Non-Collusion Affidavit.
 - f. Completed and notarized EOA Compliance Declaration documents.
 - g. Completed and notarized Diversity Business Enterprise Participation Forms.
 - h. Properly executed Affidavit and/or Company Board of Directors Resolution authorizing certain persons to sign legal documents such as the Proposal Form, Proposer's Qualification Form, etc.

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

13. Proposer shall not include Ohio Sales Tax in the price quoted. The Cleveland Metropolitan School District will provide tax-exempt certificate to the successful bidder.

14. **SECURITY:**

Contractor's workmen, foremen, other personal, and subcontractors will be required to meet Cleveland Metropolitan School District security requirements. Contractor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will be immediately ordered off project and without prejudice or recourse to CMSD.

- Contractor agrees to successfully complete background checks on all of its employees, agents and subcontractors who provide services under this agreement to CMSD facilities. Contractor to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such person has been convicted of or pleaded guilty to any criminal offense enumerated in O.R.C. 3319.39(B).

15. DIVERSITY BUSINESS GOAL

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

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

The diversity business goal for this RFP is: **15%**.

16. INSURANCE (**MANDATORY**)

The successful company, his subcontractors and suppliers of labor and/or materials, for the providing of voice messaging solutions to the Cleveland Municipal School District, including organizations having personnel, equipment and vehicles on District property, shall provide evidence of current insurance as follows:

- a. Commercial General Liability - **including limited contractual liability**
\$1,000,000 Limit of Liability (Per Occurrence)
- b. Automobile Liability - **including non-owned, and hired**
\$1,000,000 Limit of Liability (Per Occurrence)
- c. Workers Compensation - Workers Compensation and employer's liability insurance to the full extent as required by applicable law.

This requirement must be fulfilled by the successful vendor providing the Purchasing Office of the CMSD with a current Certificate of Insurance (standard **ACORD** form), showing the Board of Education of the Cleveland Municipal School District as an **additional insured** (Certificate Holder **does not** constitute being an additional insured), with a sixty (60) day written notice of cancellation provision.

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

ACKNOWLEDGEMENT

_____ hereby
(Name of Company)

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 (if required) a Performance Bond and/or 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 Proposal Package, will need to be executed or a 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: _____
(Signature)

(Print name and title)

Date: _____

VENDOR REQUEST FORM

NEW () YES () NO

CORRECTION () YES () NO

REQUEST

REQUESTING DEPARTMENT _____

CONTACT PERSON _____

TELEPHONE NUMBER _____

FAX NUMBER _____

VENDOR INFORMATION

VENDOR NUMBER (IF APPLICABLE) _____

VENDOR NAME _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NO. () _____ FAX NO. () _____

REMIT TO (IF DIFFERENT FROM ABOVE)

VENDOR NAME _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

CITY _____ STATE _____ ZIP _____

TELEPHONE NO. () _____ FAX NO. () _____

1099 INFORMATION

1099 VENDOR YES () NO ()

SS NO. _____ FEDERAL I.D. NO. _____

PRIMARY SERVICE, PRODUCT, OR SPECIALTY: _____

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

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS ENTERPRISE: YES _____ NO _____

MINORITY BUSINESS ENTERPRISE: _____

FEMALE BUSINESS ENTERPRISE: _____

RETURN TO: CLEVELAND METROPOLITAN SCHOOLS
PURCHASING DEPARTMENT, 400 NORTH
1380 EAST SIXTH STREET
CLEVELAND, OHIO 44114

TELEPHONE (216) 574-8361

FAX (216) 574-8145

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

NO PROPOSAL FORM

CLEVELAND METROPOLITAN SCHOOL DISTRICT

RFP NO: 20764

To All Prospective Bidders/Proposers:

Each company or person receiving this packet has at some point in time requested to be placed on the Bid 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 bidding 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 bidder list.

_____ (1) If you are not making a bid/proposal this cycle, but want to remain on the active bidder's list for future bids, 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 bidder'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 No: (____)_____ Fax No:_____

(Toll Free) Telephone No:_____ Date:_____

***** FOR INSTRUCTIONAL USE ONLY *****

READ BEFORE COMPLETING YOUR DMA FORM

Forms not conforming to the specifications listed below or not submitted to the appropriate agency or office will not be processed.

- To complete this form, you will need a copy of the Terrorist Exclusion List for reference. The Terrorist Exclusion List can be found on the Ohio Homeland Security Web site at the following address:

<http://www.homelandsecurity.ohio.gov/dma.asp>

- Be sure you have the correct DMA form. If you are applying for a state issued license, permit, certification or registration, the "State Issued License" DMA form must be completed (HLS 0036). If you are applying for employment with a government entity, the "Public Employment" DMA form must be completed (HLS 0037). If you are obtaining a contract to conduct business with or receive funding from a government entity, the "Government Business and Funding Contracts" DMA form must be completed (HLS 0038). The Pre-certification form (HLS 0035) should only be completed if you are specifically instructed to do so by the agency or office requesting the form.
- Your DMA form is to be submitted to the issuing agency or entity. "Issuing agency or entity" means the government agency or office that has requested the form from you or the government agency or office to which you are applying for a license, employment or a business contract. For example, if you are seeking a business contract with the Ohio Department of Commerce's Division of Financial Institutions, then the form needs to be submitted to the Department of Commerce's Division of Financial Institutions. Do NOT send the form to the Ohio Department of Public Safety UNLESS you are seeking a license from or employment or business contract with one of its eight divisions listed below.
- Department of Public Safety Divisions:

Administration	Ohio Homeland Security*
Ohio Bureau of Motor Vehicles	Ohio Investigative Unit
Ohio Emergency Management Agency	Ohio Criminal Justice Services
Ohio Emergency Medical Services	Ohio State Highway Patrol
- * DO NOT SEND THE FORM TO OHIO HOMELAND SECURITY UNLESS OTHERWISE DIRECTED. FORMS SENT TO THE WRONG AGENCY OR ENTITY WILL NOT BE PROCESSED.

***** FOR INSTRUCTIONAL USE ONLY *****



Ohio Department of Public Safety
DIVISION OF HOMELAND SECURITY
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS
In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division Web site for reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

LAST NAME		FIRST NAME		MI
BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	

DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List? ☐ Yes ☐ No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? ☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division Web site.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

APPLICANT SIGNATURE

DATE

SECTION III

PROPOSER'S QUALIFICATION FORM

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

PROPOSERS 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 alias' 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 a partnership list the following:
 - Name and address of all general and limited partners.
 - Original name and date of organization's inception.
- 7. If you are neither a corporation or 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 sued by a customer for failure to timely complete a contract or properly perform services? If so, 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 specification? If yes, state date, agency, and final decision.
- 12. Has your organization ever filed for bankruptcy? If so, 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, 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 proposal.
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, give name of agency, date and amount of taxes overdue and resolution of the issue.

19. Is your organizations and its principals current in payment of PERSONAL PROPERTY taxes?
20. The prospective lower tier participant certifies, by submission of this proposal, 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 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 participant shall attach an explanation to this proposal.

PROPOSER'S QUALIFICATION FORM

NOTARIZED STATEMENT

_____ being duly sworn and deposes says that he/she is the

_____ of
(title)

_____, and answers to all
(organization)

the 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 IV

**(This Affidavit must be executed and shall accompany
the proposal in order for the proposal to be considered)**

NON-COLLUSION AFFIDAVIT

STATE OF OHIO)
CUYAHOGA COUNTY)

_____, being first duly sworn, deposes and says
that he is _____

(sole owner, partner, president secretary, etc.)

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

Affiant

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

Notary Public

My commission expires: _____

PART I

THE DISTRICT'S DBE PROGRAM

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, supplies, materials, construction, etc.

The DBE program shall make every good faith effort to ensure that certified DBE's in the relevant Cleveland Metropolitan School District geographic market have the maximum opportunity to bid for contracts. The Cleveland Metropolitan 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 percents and vary by the type of contract awarded:

- ◆ 15% service contracts
- ◆ 20% goods and supplies
- ◆ 30% maintenance/construction repair

For example if the District awards a roof repair contract in the amount of \$ 100,000 to a Non DBE contractor, 30% or \$ 30,000 of the contract work could be awarded to a DBE subcontractor.

A Diversity Business Enterprises encompasses Minority Business Enterprise (MBE's) and Female Business Enterprises (FBE's).

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

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

A company may be in compliance with the District's DBE program although the applicable numerical goal is not met if the 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 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 at 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.

- (a) "Socially diverse individuals" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their qualities as individuals.
- (b) "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 Latino Americans, Native Americans, Asian-Pacific Islander Americans, Subcontinent-Asian Americans) are to be considered socially and economically diverse.

A Female Business Enterprise (FBE)

"Female-owned small business concern" means a small business concern:

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

1. DBE participation will be counted toward meeting the goals outlined in the notice as follows:
 - a. The total dollar value of a direct contract or subcontractor indirect subcontract Awarded to a certified DBE will be counted toward the applicable goal.
 - b. In the case of a joint venture, certified by the Cleveland Metropolitan 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 venture will be counted toward the applicable goal, (PLEASE RETURN DBE FORM B).
 - 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 the 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 bidder who fails or refuses to complete and return this Notice may be deemed a non-responsive bidder.
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. Only DBE's and joint ventures that have been certified by the District will be considered eligible for inclusion in the contractor's goals for DBE utilization. Where a contractor wishes to include as a subcontractor or joint venture, a DBE which has not been certified by the District, the contractor must request and receive such certification from the Diversity Officer prior to submission of the bid or proposal.

- a. Any firm which believes that it has been wrongly denied certification as a DBE or Joint venture may request reconsideration by the Purchasing Director. However, the decision of the Purchasing Director, which must be presented in writing, will be considered final.
7. 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 bid 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-bid 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-bids, 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 bid.
 - 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.

8. Suppliers/contractors that fail to meet DBE goals and fail to demonstrate sufficient good faith efforts are may not eligible for contract awarded
9. 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.
10. 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.
11. Bidders and contractors are bound by all requirements, terms and conditions of this Notice.
12. Nothing in this Notice shall be interpreted to diminish the present contract compliance review.

THE CLEVELAND METROPOLITAN SCHOOL DISTRICT
FINANCE DEPARTMENT

General Information

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 (name or print): _____

Date: _____

Title: _____

DO NOT COMPLETE BELOW THIS LINE

Compliance

Compliance-pending

Non-compliance

Compliance Date _____

Signature, Diversity Business Enterprise Department

Date

CLEVELAND METROPOLITAN SCHOOL DISTRICT

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

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

The undersigned bidder 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.

Bidder

Date

By

Title

Definition of DBE: A Diversity Business Enterprise (DBE)

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

CLEVELAND METROPOLITAN SCHOOL DISTRICT

Schedule MBE/FBE Participation

Project Name: _____

Name of NON-DBE Contractor _____

Identification No.: _____

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 of a contract with the Cleveland Metropolitan School District.

TO BE RETURNED WITH PROPOSAL

Signature of NON-DBE Prime Contractor

THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

**DBE FORM D
DBE LETTER OF INTENT**

Identification No. _____

Location _____

For Office Use Only

To: _____

Non-DBE Prime or General Bidder

Project: _____

NON-DBE PRIME OR GENERAL BIDDER

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 Metropolitan 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 Metropolitan School District.

Date

Name of DBE Firm (where applicable)

(TO BE RETURNED WITH PROPOSAL)

Name of FBE Firm

Signature of FBE Firm

CLEVELAND METROPOLITAN SCHOOL DISTRICT

DBE Form E
DBE Unavailability Certification

I,

Name

Title

Of _____, certify that on _____
Non-DBE Prime Bidder

I contacted the following DBE business enterprise to obtain a bid for work items to be performed on
Board Project. _____

Minority Contractor _____

Work Items Sought _____

Form of Bid Sought _____

Female Contractor _____

Work Items Sought _____

Form of Bid 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 bid for the following reason (s):

Signature, Non-DBE prime Bidder

Date

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

on _____ by _____
Date *Non-DBE Prime Bidder*

Signature, Non-DBE Prime Bidder

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

Signature, Non-DBE prime Bidder

CLEVELAND METROPOLITAN SCHOOL DISTRICT

DIVERSITY BUSINESS ENTERPRISE DEPARTMENT

TO BE COMPLETED BY NON-MINORITY PRIME

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 Metropolitan 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 Metropolitan 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_____

CLEVELAND METROPOLITAN SCHOOL DISTRICT

DBE FORM F
Information for Determining Joint Venture Eligibility

(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 the joint venture. (The DBE partner must complete DBE Form A or have current DBE certification) _____

(a) Describe the role 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 interests: _____

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 with prime responsibility for:

(a) Financial decisions _____

(b) Management decisions, such as

(1) Estimating _____

(2) Marketing and Sales _____

(3) Hiring and firing of Management Personnel _____

(4) Purchasing of major items or supplies _____

(c) Supervision of Field Operations _____

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

CLEVELAND METROPOLITAN SCHOOL DISTRICT
Finance Department

TO BE COMPLETED BY NON-MINORITY PRIME

STATE OF]
COUNTY OF]SS.

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 Metropolitan 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 Metropolitan 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 (Prime)

Name of Firm (DBE)

Signature

Signature

Name and Title

Name and Title

Date

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

CLEVELAND METROPOLITAN SCHOOL DISTRICT

**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 Metropolitan 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 bid to provide goods, services, supplies and equipment through formal bids, informal bids, and contract term agreements are required to submit a Vendor Employment Practice Report with each bid. Approved status by the Vendor Employment Practice Report includes the following documents which must be completed in their entirety and returned with the bid.

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.

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 inhabitants or more, or 'twin cities' with a combined population of at least 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 practice.*
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 bids 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 bid 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.*
4. *If the vendor fails to submit an acceptable affirmative action program to the Diversity Officer, the officer will notify the Purchasing Director who will disallow the bid. Vendors who fail to comply with the District's equal employment opportunity standards may be disapproved to do business with the District by the Cleveland Metropolitan School District.*

- 5 *Any company which believes that it has been wrongly found not in compliance thus preventing business opportunities with the District because it does not meet the District's equal employment opportunity standards may request reconsideration by the Diversity Officer. However, the decision of the Cleveland Metropolitan City School District will be considered final.*

C. AFFIRMATIVE ACTION PLAN

1. *Vendors 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 bid 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 bidders 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 towards 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 make.*

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

1. *Vendor fails to submit completed and signed EEO documents with bids 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 or 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 Metropolitan School District.*

CLEVELAND METROPOLITAN SCHOOL DISTRICT

**Finance Department
Affirmative Action Division**

**Vendor contract Compliance Program
General Information**

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
Affirmative Action Division

CLEVELAND METROPOLITAN SCHOOL DISTRICT

Finance Department
Affirmative Action Division

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

Signature of company Official

Date: _____

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

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

Its _____, 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 hereunto set my hand and affixed seal at

_____, _____, this _____,

day of _____, 200 ____.

CURRENT EMPLOYMENT DATA

FORM 3

Please note this data may be obtained by visual survey or post-employment records. 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				
	TOTALS	MALES	FEMALES	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	HISPANIC	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	HISPANIC
OFFICIALS MGRS & SUPERVISORS													
PROFESSIONALS													
TECHNICIANS													
SALES WORKERS													
OFFICE/CLERICAL													
CRAFTWORKERS (SKILLED)													
OPERATIONS (SEMI- SKILLED)													
LABORERS (UNSKILLED)													
SERVICE WORKERS													
APPRENTICES													
TOTALS													

ADDITIONAL INFORMATION (OPTIONAL) Describe any other action taken which show that all employees are recruited, hired, or trained or promoted without regard to their race, religion, color, sex, handicap, age or nation origin. Use second sheet if additional space is needed.

The undersigned certifies that they are legally authorized by the bidder 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:

This page is intentional left blank

DESCRIPTION OF JOB CATEGORIES

OFFICIAL, MANAGERS AND SUPERVISORS

Occupations requiring administrative personnel who set District policies, exercise overall responsibility for execution of the policies, 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 and buyers, and kindred workers.

PROFESSIONALS

Occupations requiring either college graduation or experience of such kind and amount as to provide a background. Includes: accountants and auditors, airplane pilots and editors, engineers, lawyers, 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 nonmanual, 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 extensive 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 factor-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, craftspeople 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, doorkeepers, stewards, janitors, police officers and detectives, porters, food servers, 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 apprenticeship, regardless of whether the program is registered with a Federal or State agency.

PART 2: REQUEST FOR PROPOSALS, FORMS AND SPECIFICATIONS

Proposal Process

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

- Release of RFP to selected vendors
- Notice in local newspaper regarding RFP posting
- Vendor submission of written questions
- Proposers' pre-bid conference
- On-line publication of written questions and responses
- Receipt of vendors' intent to bid or no bid
- Receipt of proposals at CMSD
- Evaluation Committee review
- Oral presentations as requested by the Evaluation Committee
- Notification to vendors of proposal status
- Contract negotiation(s) with selected vendor(s)

All questions other than those presented at the Proposers Conference must be written and directed to [**linda.thompson@cmsdnet.net**](mailto:linda.thompson@cmsdnet.net). All questions received and responses thereto will be distributed via the District's Web site to all vendors expressing intent to propose, unless a request for confidentiality for a specific question is received and justified. Printed copies of the questions and answers may also be secured at the Information Desk in the lobby of the Administration Building at 1380 East 6th Street, Cleveland, Ohio, 44114 per individual request.

A Proposers' Conference for vendors intending to propose will be hosted during which an introduction of parties, and an open question and answer period will take place. In order to facilitate the conference and ensure information transfer, vendors are invited to forward questions or topics intended for discussion in advance of the Conference to the email address above; CMSD reserves the right to decline answering such questions or engage in such discussions for reasons, including confidentiality, and its sole determination that such information is relevant or specific to a single vendor. Vendors requesting data not provided herein or at the Proposers' Conference agree to bear the cost of collecting and providing such data.

Proposers may be requested to give an oral presentation to CMSD staff in order to clarify their proposal.

Evaluation Criteria

Proposals will be evaluated based upon the following criteria:

- Price of product and/or service (relative to market forces, District's fiscal constraints, other proposal costs, previously contracted like services) (30%)
- Other price factors, such as firm's fiscal viability, financial assumptions, responsibilities (10%)
- Understands specifications, the District's needs and requirements, conforms with rules and requirements of the RFP; proposal is well-constructed and suitable for the District's operations (20%)
- Experience in the area(s) RFP requests; local presence; experience with large, urban school districts; offers sufficient level of experience to provide excellent service; have personnel able to work, interact with the diverse levels of staff (administrators, teachers, students) (20%)
- Personnel qualifications; would provide more than adequate support, e.g. expertise of staffing for the area(s) requested/specified; firm's efforts to maintain staffs' expertise levels, e.g. service provider's consistency to train its staff; (20%)

The District is required, by both Ohio statutory law (Ohio Revised Code Section 3311.75) and by its own policies and regulations, to consider lowest price as the primary criterion for any purchase of goods or services, other than those services included under the definition of professional services such as architects or attorneys.

The policies adopted by the District's Board of Education, and the regulations promulgated by the District's Procurement and Purchasing Departments pursuant to those policies, make no such exception. Although State law requires competitive request for proposal procedures for contracts in excess of fifty thousand dollars, the District's policy is more stringent, imposing the competitive proposal process on all procurement in excess of twenty-five thousand dollars, or for consulting services in excess of ten thousand dollars.

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

Proposers should note that the following Request for Proposal is specifically general. Proposers should feel free to define and specify in detail their services and products.

Proposal Requirements

Proposal responses are to be divided into sections as follows:

1. Cover Letter that includes the total annual cost for the respective service/product

2. A completed set of Required Purchasing Division documents set forth in Part 1 of this RFP

3. General Information Section

- **Executive summary:** information about the firm's history, structure, organizational metrics and qualifications for fulfilling CMSD's requirements.
- **Business Health:** information about the firm's financial structure and viability, particularly as it relates to fulfilling a multiple year agreement.
- **Product and service provision approach,** particularly where sub-contractors are to be employed.
- **Experience and expertise:** information about the firm's current and previous contracts, particularly those with organizations similar to CMSD.
- **General narratives:** choose at least two clients using products or services similar to those being proposed for CMSD (include detailed reference information for these clients in the compliance section).
- **Management support services:** information about staff, project, issue, performance, quality and risk management methodology.
- **Security:** information about the firm's policies, practices and standards for maintaining the confidentiality and integrity of client's data, intellectual property and trade secrets.
- **Risks:** firm's evaluation of the greatest challenges and risks associated with the particular products or services and suggestions for mitigating risk
- **Dispute resolution:** information about firm's standard dispute resolution methodologies.

4. Technical Section

- **Assumptions:** information about assumptions, inclusions, exclusions, exceptions and caveats that aid in specifically defining the firm's understanding of the product or service being addressed.
- **Services, materials and equipment descriptions,** including diagrams of Proposed system where and when applicable. All infrastructure proposals require system/network diagrams.
- **Equipment and Materials Specifications** (Include information on extended warranty and support programs available from either the manufacturer or vendor; include manufacturer's brochures and full technical specifications for all equipment and materials proposed.)

- **Implementation plan** (required only for new products and services): information about the tasks, methodology and timing for implementing the product or service, including activities to be provided by CMSD.
- **Staffing and resumes:** information about permanent and subcontracted staff proposed to service the client, particularly the single point of contact person.
- **Fees:** Information about initial and ongoing costs and cost timing over the proposed contract period. This information is to be summarized in this section as well as presented in detail on the individual RFP form. Supplemental explanatory information should be provided in this section. Include **overall price** with actual **breakdown cost** of each project component into E-rate eligible and non-E-rate eligible columns or sections, including the cost of any additional services that may be needed to provide the requested service.

5. A **completed Proposer Experience and System Capabilities form** (see Appendix C) This is the last form in this document. Please fill it out. It is placed as last for easy removal and use during the evaluation and selection process.

Proposal Submission Instructions

It is extremely important that vendors adhere to the following guidelines for submission of proposals.*

- The proposal RFP reference number must be clearly written on all submitted materials (including the submission envelope).
- All information must be filled legibly and completely in ink, or the proposal may be excluded from consideration.
- Any and all changes must be initialed by the proposer.
- All proposals must be received **no later than 2:00 p.m. on Tuesday, April 21, 2009** and must be labeled with the corresponding RFP number.
- All proposal submission materials must consist of **two (2) originals, five (5) paper copies, and one (1) electronic copy.** **No binding of any kind:** use only binder clips. **No staples. No paperclips. No binders. No tabs** should be used; use colored paper to separate sections.
- Three-hole punch all proposal copies, if possible.

** Proposers not complying with the above submission requirement will receive a fax/e-mail notifying them that they have twenty-four (24) hours in which to submit the required copies, or their proposal will be **disqualified**.*

By submitting a proposal, a proposer agrees to the following operational items:

- a. The proposer must be accessible to meet with the Proposal Evaluation Committee, if the committee requests a presentation.
- b. No proposal may be withdrawn for at least ninety (90) days after the proposal opening.
- c. The Cleveland Metropolitan School District reserves the right to reject any and all proposals, to waive any and all formalities or irregularities, and to disregard all non-conforming responsive conditional proposals
- d. Proposer understands and agrees that, subsequent to submission of the proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the Proposer.
- e. 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.
- f. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
- g. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order or contract has been issued.
- h. Proposer further acknowledges and agrees that execution of a contract or issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the proposal.
- i. Proposer must present evidence to the Director of Purchasing, 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
- j. Proposer acknowledges that all material and information responsive to

- specifications must be furnished or the proposal may be deemed non-responsive and not considered.
- k. The District reserves the right to award the proposal in whole or in part, by item, by group of items where such action serves the best interests of the Cleveland Metropolitan School District.
 - l. Proposer shall not include Ohio Sales Tax in the price quoted. The Cleveland Metropolitan School District will provide tax-exempt certificate to the successful proposer.

Send all proposals to:

Cleveland Metropolitan School District
Chief Financial Officer, Room 400 South
RE: RFP #20764
1380 East Sixth Street
Cleveland, Ohio 44114

Questions may be directed to the Procurement office via e-mail ONLY: **linda.thompson@cmsdnet.net**. The District will NOT ACCEPT any telephone calls regarding any of the submittals and/or "short lists". This includes the MIS/E-Rate Department.

** * NOTE: No oral, telephonic, telegraphic or electronic proposal or modifications will be considered; all materials submitted are as is.*

Request For Proposal (RFP): #20764

Help Desk and Field Support

Posting Date: March 24, 2009

Due Date: Tuesday, April 21, 2009 @ 2:00 p.m. (current local time)

Note: Vendors should provide the best and lowest price solution that meets all specifications and where applicable pricing detail should be provided.

Section A General Instruction and Information

Cleveland Metropolitan School District General Information

The Cleveland Metropolitan School District is a large urban school system with nearly 120 instructional and administrative sites, approximately 5,500 teachers and administrative staff, 50,000 students and nearly 3,600 classrooms. The District's vision for the Cleveland Metropolitan School District is to provide every student with the opportunity to have access to a quality education. This mission will be accomplished by implementing a school-by-school instructional plan, community involvement and participation and support from business and academic partners. The District's Vision Statement is located at: www.cmsdnet.net/administration/cmsdvision.htm

CMSD Technology Vision

The District's Technology Vision emphasizes that technology be available as a tool for learning and productivity anytime, anywhere, by any member of the Cleveland Metropolitan School District community. It further affirms that technology-enabled effectiveness and efficiency in learning and productivity will yield increased student achievement and more effective support services to schools and children. While the District continually evaluates its technology plans, some of the key strategic planning themes include:

- Preparing teachers to integrate technology into teaching, and all workers to improve productivity with technology;
- Closing the "digital divide" inside and outside school;
- Implementing embedded technology learning standards;
- Providing interactive web resources for integrating technology into teaching;
- Maintaining a district-wide quality control system for choosing and implementing instructional technology software and tools in schools;
- Real-time monitoring of instructional technology implementation;
- Providing universal access to curriculum, instruction, and assessment;
- Maintaining on-line tools & resources for classroom-based student assessment;
- Providing on-line tools and just-in-time support for stakeholders to analyze student progress using data management and reporting tools;
- Engaging parents and guardians through technology-enabled learning opportunities, access, and communication;
- Achieving operational efficiency & effectiveness;

- Providing an education-focused, secure, right-sized network architecture;
- Establishing district-wide operational independence and sustainability;
- Implementing customer-focused management information systems;
- Re-designing business practices around information systems, the Intranet, the Internet, and an enterprise-wide “data hub.”

Information Technology Overview

CMSD information technology includes:

- Network hardware infrastructure such as servers, routers, and phone lines;
- Network/Internet/Intranet software infrastructure such as, email, and portal;
- End-user devices & supplies including PCs, printers, PDAs, and handsets;
- End device operating system and basic productivity software;
- System and equipment security, inventory, and disaster recovery;
- Support for student/parent/teacher access at home;
- Instructional management systems (i.e., Teacher Desktop);
- Diverse instructional software;
- Instructional content including lesson plans and on-line textbooks;
- Student support services tools and integration, for example Special Education;
- Enterprise resource planning tools for finance, HR, and other departments;
- Business process redesign systems such as, Purchasing and Supply Mgmt;
- External partner data exchange (e.g., Medicaid billable services).

Vendor Profile

The primary attributes CMSD seeks in a vendor include:

- A demonstrated, verifiable capability to provide support and maintenance services similar to those described in this RFP.
- A company business and financial performance history consistent with solid, stable and reliable operations over a multi-year period.
- A reasonable exposure to education industry concepts; ideally a history of providing products or services to members of the education industry.
- An existing, stable staff of highly trained professionals who have demonstrated successful track records of customer service and who have mastered the technical skills necessary to support the products and services outlined in the applicable RFP.
- A proven record of implementing industry best practices, reducing costs and increasing service levels.

Section B Minimum Requirements

Functional Description

The District is requesting proposals for the support of the District's desktops, laptops, peripherals and for its end users. Proposals are to be exclusive of equipment and utility software. The two (2) main areas for this support are the (a) help desk (customer service response agents) and (b) the field support and/or field technicians. The District has been using a managed service for the above support but has a desire to possibly bring this support back "in house" with staff augmentation support. It is because of this, that the District is asking proposers to provide in their proposals the following three variants:

1. Complete turn key solutions whereby the vendor manages the entire solution.
2. Staff augmentation solution whereby the District manages the staff provided by the vendor; the charges for staff should be a per hour/per staff charge.
3. Transition solution whereby the service begins as a turnkey solution, but, based upon an agreed upon schedule (to be determined mutually), service is transitioned to a staff augmentation solution.

Support *includes*, but is not limited to, such tasks as troubleshooting, repair, upkeep and/or replacement of equipment, periodic testing of configuration changes, diagnostics as needed, and software updates, e.g. upgrades.

The District is interested in field support services that (1) support service levels, (2) provide for the upkeep of hardware, configuration changes, and similar break/fix tasks to maintain the reliability and availability of said equipment throughout the District's technology network, and offer basic maintenance services for equipment. Field technicians would be expected to participate in updating and/or assist with the maintenance of the District's technology inventory, including PCs.

In addition, the District is seeking a vendor who has a Student Internship/worker program for CMSD students as part of their proposal.

Pricing Requirement

Proposer must separate out cost via line item for (1) turnkey solution, (2) staff augmentation solution, and (3) a hybrid or transition solution for Help Desk and Field support in all instances, i.e. a total of six as follows:

1. Help Desk Turnkey
2. Help Desk Staff Augmentation
3. Help Desk Hybrid/Transition

4. Field Support Turnkey
5. Field Support Staff Augmentation
6. Field Support Hybrid/Transition

Special Considerations

The District will have no current contract for the above services terminate June 30, 2009 for the services requested herein, the District is seeking a three-year (thirty-six month) contract with up to two one-year renewal options under the same terms and conditions as the three-year contract and at the discretion of the District. Contract term could begin June 30, 2009.

Documentation

Creating, updating, and maintaining of configuration documentation in electronic format.

- Call center process and procedures.
- Standard Configurations for all equipment covered under this contract by type.
- End User instructions for common issues and problems
- Other

Service Levels and Response Times

Service levels may be mutually adjusted, so they juxtapose with other service provider agreements.

- Priority 1 – Equipment/services that impact the entire District or core District functions such as Payroll, and Finance.
 - 12x5x260 support
 - Immediate notification to CMSD designated staff.
 - 30-minute initial response time and qualified personnel on-site within 1 hour unless issue is resolved within 40 minutes of initial discovery.
 - Problem resolution continues until resolved.
 - Part delays (for parts that are the responsibility of the vendor) must be no more than 60 minutes.
 - All events, from time of discovery until time of resolution including any lessons learned, must be documented fully.
 - Updates to designated CMSD staff every 30 minutes until resolved.
- Priority 2 – Equipment/Services that impact a Key site or department, such as the Administrative building.
 - 12x5x260 support
 - Immediate notification to CMSD designated staff, and Help Desk
 - 1 hour initial response time and qualified personal onsite within 4 hours unless issue is resolved within 2 hours of initial discovery.
 - Problems are worked nonstop until resolved.
 - Part delays (For parts that are the responsibility of the vendor) must be no more than 2 hours.
 - All events, from time of discovery until time of resolution including any lessons learned, must be documented fully.
 - Updates to designated CMSD staff every hour on the hour until resolved.

- Priority 3 – Equipment/Services that impact a non-key site or department
 - 12x5x260 support
 - 1 hour initial response time and qualified personnel onsite service within 4 hours unless issue is resolved within 2 hours of initial discovery.
 - Problems are worked until resolved within the confines of normal building hours + up to 3 hours pending the severity.
 - Part delays (For parts that are the responsibility of the vendor) must be no more than 1 day.
- Priority 4 – Equipment/ Services that impact a classroom or a group of 5 to 20 users. 8x5x260 support
 - 1 hour initial response.
 - Problems are worked until resolved within work beginning within 1 day of initial discovery the confines of normal building hours + up to 3 hours pending the severity.
 - Part delays (For parts that are the responsibility of the vendor) must be no more than 1 day.
- Priority 5 Equipment/Services that impact less than 5 users.
 - 8x5x260 support
 - 1 hour initial response.
 - Problems are worked until resolved within work beginning within 2 days of initial discovery the confines of normal building hours + up to 3 hours pending the severity.
 - Part delays (For parts that are the responsibility of the vendor) must be no more than 2 days.

Meetings

As part of the normal course of “doing business”, i.e. not billing the District, the vendor is expected to provide proper representation at meetings as required, particularly as they pertain to issues. The representatives are expected to be on time or they will notify the meeting chairperson regarding their unavailability at least 24 hours in advance. Substitution of another staff person without advance notice to CMSD/MIS is not acceptable. There should be no charge, but considered as the cost of doing business.

Assumptions

- All individuals assigned to this contract must have fluent command of the English language, i.e. speak, read and write English.
- CMSD will not be directly billed nor additionally charged for ancillary costs, such as, but not limited to, travel time, travel costs including mileage, long distance charges, cell phone cost, office supplies, CMSD required background checks, attendance at meetings, and other similar items that are part of doing business, etc.
- Vendor may or may not maintain a minimum core staff onsite at CMSD; staff placement will be mutually decided. Every effort would be made to maintain the same core staff for the scope and term of the contract. No core staff member will be removed from the contract without notice to CMSD.
- CMSD will not be directly billed nor additionally charged for:
 - The physical movement of equipment within a building.
 - Meeting expenses.
 - Communication devices such as two way pagers and/or radios.
 - Shipping of any kind.
 - Any transportation costs including but not limited to milage.
 - Overtime.
 - Training, Education, and/or Certification costs
- Standard CMSD business day is 7 am to 7 pm Monday thru Friday. (Except for designated CMSD business holidays.)

Other Requirements

- In addition to the above services, the District requires one (1) fulltime dedicated Field Technician to provide support exclusively to the STEM schools. The cost of this service must be listed separately in your response. The cost must also be invoiced separately.
- All individuals assigned to this contract must submit to background checks at the employer's expense.
- CMSD reserves the right to refuse any individual from performing any and all services under this contract.
- The vendor will maintain an electronic copy of all documentation for any device in a shared location that designated CMSD staff can access as needed.
- The vendor shall maintain an accurate inventory in electronic Microsoft SQL database form that is readable by designated CMSD staff of all equipment covered by this contract. The database must include, as a minimum the following fields:
 - Building Number
 - Building Address
 - CMSD Asset Tag
 - Room Number
 - Location within room
 - Manufacturer
 - Model Number
 - Serial Number

Certifications

Please indicate in the table below the number of staff that has the following certifications. Only include staff that are currently employed by your company, and whose certifications have not expired.

[illegible]

*Please indicate certification regardless of the client the certification is valid for. Each certification may count only one per individual. Then service provider will be responsible for all costs with providing certificated individuals to any contract that is part of the RPF.

Roles and Responsibilities for Help Desk and Field Support Service Provision

The District is considering the possibility of staff augmentation. The roles and associated tasks are noted below, **but may not be all inclusive**. Please provide an hourly rate for each role. The District wishes to know the hourly cost per one (1) individual per role as noted in the table below. The District, upon finalizing the contract with the selected vendor, will discuss mutually the total number of staff needed. However, the proposer may suggest how staff and their respective roles the proposer envisions may be needed to support the District for one year (e.g. 2000 hours per person).

ROLE	DESCRIPTION	QUALIFICATION AND DUTIES
Help Desk Manager	The Helpdesk Manager oversees the Helpdesk function, prioritizes and establishes even workloads for Helpdesk staff. Also, the Helpdesk Manager creates, documents, and analyzes problem resolution protocols and helps determine standard hardware and software specifications. In addition, the Helpdesk Manager has second tier (or response escalation) responsibilities for more complex issues. This position is one of leadership and encourages collaboration of the Helpdesk staff as well as with other District and/or contracted IT staff.	<u>Qualifications</u> • An Associate degree in Information Systems or Information Technology, business management or communications. • Proven leadership skills. • Excellent verbal and written communication skills. • Strong problem solving and research skills. • Experience using standard popular PC hardware and productivity software. • Cheerful disposition and genuine interest to help; including excellent telephone skills, ability to think methodically and logically, patience and tact, tenacity to solve problems. • Must pass CMSD's criminal background checks. <u>Detailed Duties</u> Under the general, technical, and administrative supervision of the Director of Information Technology, and in accordance with established policies and procedures, the Helpdesk Manager responsibilities include, but are not limited to: • Designing, documenting, and establishing Helpdesk policy and protocols to be followed. • Monitor Quality of Services (QoS) delivered by the Helpdesk and lead an effort of continuous improvement.

ROLE	DESCRIPTION	QUALIFICATION AND DUTIES
		• Maintenance of common solutions (FAQ) database. • Oversee organization-wide IT asset management and consulting with users of those assets. • Escalation of the more difficult problems encountered by the Helpdesk. • Maintain relationships with other pertinent service providers that are critical in the delivery of services by the Helpdesk. • Managing and distributing equal and experience-appropriate workload to members of the Helpdesk team.
Help Desk Agent	Help desk agents are responsible for interacting with the end users, providing first level support and helping end users resolve IT related issues beyond their expectations. These agents must have ability and sufficient knowledge to query caller to service the root cause or problem being reported.	<u>Qualifications</u> • Quality Customer Service is top priority • Strong decision making, problem solving, and analytical skills • Strong organizational skills with emphasis on detail and follow-up • Ability to troubleshoot PC hardware problems (workstations, servers, drives, cards, printers, scanners, and other peripherals) • Ability to troubleshoot PC connectivity issues (TCP/IP, VPN and remote access) • Must exhibit a positive attitude • Must be able to exercise patience and professionalism during stressful situations • Must be able to take a regular turn as the On Call technician (nights/weekends) • Experience • Minimum 1-2 years experience in an IT Desktop Support role • Maintained certifications in A+, ACDT, HDI or MCSDT <u>preferable</u> • Must be able to pass CMSD's criminal background checks.

ROLE	DESCRIPTION	QUALIFICATION AND DUTIES
		<u>Duties</u> • Provides local and remote IT support. • Provides a high level of customer service to the user population that is both warm and professional at all times. • Establishes and maintains a sound working relationship between IT and the end user. • Provides first contact point for emails and phone calls to the Help Desk. • Participates in asset management and inventory control. • Responds to the IT Help Desk Emergency support line after hours including weekends during special times of the year and/or as needed by the District. • Trains end users as needed. • Provide how-to documentation to end users as needed.
Field technician	PC field technicians are independent self-starters, who have the drive, technical aptitude, and interpersonal skills to perform component-level, hardware repair in a manner that exceeds the customer's expectations and solves their problems quickly and effectively!	<u>Qualifications</u> • Knowledge of Dell and HP computer equipment. • Must have an A+ Certification. • Vehicle w/ registration & insurance. • Knowledge and experience in PC/Laptop repair. • Ability to travel to customer location. • Ability to lift and, or move various computer equipment. • Excellent customer service skills. • Ability to work independently and initiate action. • Must be able to pass CMSD's criminal background checks. <u>Duties</u> • Provides local and remote IT support. • Troubleshoots and resolves PC , Laptop and peripheral issues. • Installs software on PC and Laptops as needed.

ROLE	DESCRIPTION	QUALIFICATION AND DUTIES
		• Installs and configure PC, Laptops, printers, and peripherals. • Provides end user support as needed. • Provides a high level of customer service to the user population that is both warm and professional at all times. • Establishes and maintains a sound working relationship between IT and the end user. • Participates in asset management and inventory control. • Responds to the IT Help Desk Emergency support line after hours including weekends during special times of the year and/or as needed by the District. • Trains end users as needed. • Provides how-to documentation to end users as needed. • Work independently and initiate action and resolve issues. • Must be able to pass CMSD's criminal background checks.

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Service Provider Questions

Instructions

- Answer each question to the best of your ability.
- You may use additional and separate sheets as necessary.
- You may include diagram, pictures and illustrations.
- Your responses must be included as part of your RFP submission.

<u>NO.</u>	<u>Question</u>	<u>Response</u>
1.	Describe how you manage to keep costs down and at the same time strive to improve quality of service and customer satisfaction.	
2.	List and describe the top three (3) ways you, as a service provider, adds value to the client's organization.	
3.	Describe how your company views the life cycle of an incident from start to finish.	
4.	Describe the various methods that you use to keep the customer and the end user informed, and where they fit in the life cycle of the incident. Provide specific examples of the flow of communication.	
5.	Describe the infrastructure that you would implement at CMSD should you be the chosen service provider.	
6.	Describe the methodologies and metrics you use to make adjustments to the infrastructure you have describe in question number five.	
7.	Describe in detail the criteria you use to determine the effectiveness of the service you are providing to your customers.	
8.	Describe the top three (3) critical success factors for providing quality support and how your service has addressed them.	
9.	Describe the methodologies and procedures your service uses to minimize the effects of staff	

	turnover.	
10.	Describe the methodologies and procedures your service uses to identify training needs of service staff, customer, and end user; also describe how you address them.	
11.	Describe what is done to maintain and improve your service staff's soft skills, e.g. interpersonal skills, personality, communication, etc.)	
12.	Describe the process and methodologies that your service uses to identify and move items from second level and above to first level support.	
13.	Describe your proposed CMSD Student Internship/Worker program?	

Special Consideration

The District will be under no contract for the above services. The District is seeking a three-year contract with two one-year renewal options under the same terms and conditions as the three-year contract and at the discretion of the District.

	COSTS	COST PER YEAR	TOTAL THREE YEAR	FOURTH YEAR OPTION	FIFTH YEAR OPTION
1.	Help Desk Support as a managed service.				
2.	Help Desk as staff augmentation (Please list per hour charges by staff position as a separate addendum.)				
3.	Help Desk Managed service to staff augmentation transition. Please include costs with plan as a separate addendum)				
4.	Field Support as a managed Service. List number of estimated staff members, etc..				
5.	Field Support as staff augmentation. (Please list per hour charges by staff position as a separate addendum.)				
6.	Field Support Managed service to staff augmentation transition. Please include costs with plan as a separate addendum)				
7.	One (1) fulltime dedicated Field Technician for STEM schools.				

SIGNATURE

The undersigned certifies he/she is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of Help Desk and Field Support. The undersigned certifies that the costs are all-inclusive of any necessary services that may be needed to deliver the requested service and/or product. Should there be additional cost(s) for the service after the District has selected the service provider, whether via contract or on month-to-month terms, the District will be responsible only for the costs noted in the vendor's proposal response, and will not be responsible for any additional charges to deliver the service.

Firm Name: _____

Address: _____

Phone: _____

Signature: _____

Print Name: _____

Title: _____

Date signed: _____

APPENDIX A

CMSD Contract Template

For Informational Use Only

The following ten pages are the base District agreement for service acquisition.

It is herewith provided to the Proposer

to indicate basic District requirements

ONLY

and

IS NOT A CONTRACT.

The sample contract is not to be included in the submission.

CLEVELAND METROPOLITAN SCHOOL DISTRICT

STANDARD SERVICE CONTRACT

This Service Agreement (the "Agreement") is made and entered into at Cleveland, Ohio, by and between the Cleveland Metropolitan School District, (the "District"), located at 1380 East Sixth Street, Cleveland, Ohio 44114, and _____ (the "Service Contractor") (collectively, the "Parties").

WHEREAS, Service Contractor is engaged in the business of providing _____ and the District wishes to engage Service Contractor to provide these services (the "Project"); and,

WHEREAS, the Service Contractor declares that the Service Contractor is engaged in the same or similar activities for other clients and that the District is not the Service Contractor's sole client or customer; and,

WHEREAS, in response to Project Specifications on file, and incorporated and made part of this Agreement by this reference, Service Contractor has submitted a {bid/proposal} to provide _____, a copy of which is attached, incorporated, and made a part of this Agreement by this reference as Exhibit "A" (the {"Bid/Proposal"}), and,

WHEREAS, the Board of Education of the District (the "Board"), by Resolution No _____, approved by the Chief Executive Officer and the Board on _____, 200_, authorized the District to enter into this Agreement with the Service Contractor, a copy of which Resolution is attached, incorporated, and made a part of this Agreement by this reference as Exhibit "B" (the "Resolution");

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, and with the intention of being legally bound by it, the parties agree as follows:

1. SERVICES TO BE PERFORMED:

- 1.1 Service Contractor agrees to perform the following services:
_____ for the period _____, 200_ through _____, 200_, inclusive. Service Contractor represents and warrants that it possesses the qualified personnel to provide such services. Service Contractor further agrees and warrants that it shall provide such services in accordance with all applicable local, state and federal laws, and that the services so performed shall be as described in Exhibit "A".

2. TERM

- 2.1 This Agreement shall commence on _____, 200_ and shall terminate on _____, 200_: provided, however, that the District may terminate this Agreement without obligation by giving thirty (30) days written notice to the Service Contractor as set forth in either paragraph 12 or 16, below. Pursuant to the Bid Specifications and the Bid, the District retains, at its sole discretion, the option to renew this Agreement at prices set forth in the Bid for the period of _____, 200_ through _____, 200_.

3. COMPENSATION

- 3.1 Subject to the terms and conditions of this Agreement, the District agrees to pay the Service Contractor an amount not to exceed _____ Dollars (\$_____).
- 3.2 Payment for services rendered shall be made monthly within thirty (30) days after the District receives an invoice from the Service Contractor together with a detailed summary of services provided (the "Reporting Statement"), as set forth in the Project Specifications.

4. BOND

- 4.1 Promptly upon execution of this Agreement, the Service Contractor shall furnish a satisfactory performance bond in the amount of _____ Dollars (\$_____), with sureties acceptable to the District, for full and faithful performance of this Agreement, binding the Service Contractor to perform all the terms, conditions, and requirements of the Service Agreement identified in Section 1, above. No work shall commence until the required Performance Bond is furnished to the District.

5. INDEMNIFICATION AND HOLD HARMLESS

- 5.1 The Service Contractor agrees to indemnify, defend, and hold harmless the District, all of its members, officers, employees, and agents, from and against any and all liability (whether real or asserted), claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for injury or death of persons, or damage or destruction of property which may result from or arise out of the negligence or intentional misconduct of the Service Contractor or its employees, officers, or agents, in the course

of the Service Contractor's performance of this Agreement or the Service Contractor's failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.

6. INDEPENDENT CONTRACTOR STATUS

- 6.1 The Parties acknowledge and agree that the Service Contractor is an independent contractor, and has no authority to bind the District or otherwise act in any way as a representative of the District. The Service Contractor shall retain the right to exercise full control and supervision over its employees, their compensation, and discharge, and agrees to be solely responsible for all matters relating to its employees, including compliance with social security, withholding, worker's compensation, and all other regulations governing such employment matters.

7. CONFIDENTIALITY/OWNERSHIP

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

8. NO DAMAGES FOR DELAY

- 8.1 The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Service Contractor as the result of any project delays, disruptions, suspensions, work stoppages, or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the work or otherwise caused by an act or omission of the District, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Service Contractor. The Service Contractor acknowledges and agrees that it shall not be entitled to

recover from the District any damages, direct or indirect, special or consequential, for any delay, disruption, suspension of work, work stoppage, or interruption that prevents the Service Contractor from performing or completing the work. The District shall, upon written request of the Service Contractor, grant Service Contractor a reasonable extension of time to perform or complete the Agreement. The period of any such extension shall be determined solely at the discretion of the District.

9. INSURANCE

- 9.1 During the term of this Agreement, the Service Contractor shall procure and keep in full force and effect Commercial Comprehensive General Liability Insurance with coverage limits in an amount of not less than One Million Dollars (\$1,000,000.00), and Automobile Liability Insurance with liability limits in an amount of not less than One Million Dollars (\$1,000,000.00). The Service Contractor shall provide the District with evidence of compliance with this provision in accordance with the Project Specifications on file at the District. The District shall be named as an additional insured on such insurance policies (Certificate Holder does *not* constitute being an additional insured). Further, the Service Contractor shall carry adequate insurance coverage necessary to protect against risk of loss of or damage to any equipment that is the subject of this Agreement or that the Service Contractor may use in performance of its obligations under this Agreement, which equipment shall remain the property of the Service Contractor during the term of this Agreement.

10. FORCE MAJEURE

- 10.1 If because of Force Majeure, the Service Contractor shall be unable to carry out any of its service response obligations under this Paragraph 10, then those obligations shall be suspended to the extent made necessary by Force Majeure. The Service Contractor shall give notice to the District as promptly as practical of the nature and probable duration of such Force Majeure. "Force Majeure" shall mean acts of God, riots, strikes, labor disputes, labor or material shortages, fires, explosions, floods, breakdowns of or damage to plants, equipment or facilities, or other causes of similar nature which are beyond the reasonable control of the

Service Contractor and which wholly or partially prevent the timely response to service requests or the completion of repair or replacement of copiers under the terms set forth above, provided that the effect of such Force Majeure shall be eliminated insofar as possible with all reasonable dispatch; provided further, that performance of service obligations by the Service Contractor shall be excused only to the extent made necessary by the Force Majeure condition; provided further, that neither party shall be required to settle a labor dispute on terms unacceptable to the party affected; and provided further, that neither party shall be required to rebuild all or a major portion of its facilities which are destroyed or substantially impaired by a Force Majeure condition. The District agrees that, during the duration of the Force Majeure condition, it will not impose Liquidated Damages or claim credit for failed service response, as may be appropriate to the situation.

11. DEFAULT BY THE SERVICE CONTRACTOR

11.1 Any of the following events shall constitute default by the Service Contractor:

11.1.1 Events Constituting Default

11.1.1.1 Failure to perform any term, covenant, or condition of this Agreement by the Service Contractor or any of its subcontractors within the time provided; or,

11.1.1.2 Any act of insolvency by the Service Contractor, or the filing of any petition under any bankruptcy, reorganization, insolvency, or moratorium law, or any law for the relief of, or relating to, debtors; or,

11.1.1.3 The filing of any involuntary petition under any bankruptcy statute against the Service Contractor, or the appointment of any receiver or trustee to take possession of the property of the Service Contractor; or,

11.1.1.4 Failure of the Service Contractor to pay a third party or parties which results in any claim or claims against the District or the filing of Liens on Public Funds; or,

11.1.1.5 Failure to comply with that portion of its bid to utilize specific minority companies and in the amounts listed on Service Contractor's MBE Documentation; or,

11.1.1.6 Failure to maintain the required insurance, equipment, or to provide qualified personnel.

11.2 Effect of Default

11.2.1 In the event of any default by the Service Contractor, the District shall provide written Notice of Default to the Service Contractor. If the Service Contractor fails to cure the default within ten (10) days of such Notice, the District may do any one or all of the following:

11.2.2 Terminate this Agreement and withhold funds due, if any, to satisfy any third-party claims;

11.2.3 Sue for and recover all damages arising out of the Service Contractor's default;

11.2.4 Cure the default and obtain reimbursement from the Service Contractor;

11.2.5 Exercise any other rights available to it in law or in equity.

11.3 Waiver of Default

11.3.1 If the District consents to or waives the breach of any provision or covenant of this Agreement, such waiver shall not constitute a waiver of such provision or covenant as to the future, and the District shall not be estopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this Agreement.

12. **TERMINATION OF AGREEMENT**

12.1 Grounds for Termination

12.1.1 Any condition or circumstances beyond the District's reasonable control; or,

12.1.2 Default by the Service Contractor or the Service Contractor's failure, for any reason, to complete its

obligations within the time allowed in this Agreement; or,

12.1.3

Any breach of the warranties or representations made by the Service Contractor in its {Bid/Proposal} (Exhibit "A"), or as otherwise permitted by law.

12.2 Effect of Termination

12.2.1

If the District terminates this Agreement for any reason described in Section 12.1, above, all funds due the Service Contractor shall be withheld by the District until such time as a successor contractor has completed the unperformed portion of the Service Contractor's obligations under this Agreement and the funds so withheld have been applied to the District's expenses attributed to the Service Contractor's default including, but not limited to, payment of any such successor contractor; any balance remaining after all the District's expenses have been satisfied shall be paid to the Service Contractor.

13. ADDITIONAL CONDITIONS

13.1

The Service Contractor agrees that any of Service Contractor's employees assigned to deliver services in the District's school buildings must successfully complete a criminal background check prior to rendering services. The background check must conform in all material respects to the requirements of Ohio law governing background checks for school employees. The District must receive full documentation of a completed background check prior to the time that the Service Contractor's employee renders services in any of the District's school buildings.

13.2

The Service Contractor shall use due care and accepted business practice to safeguard any equipment that is the subject of this Agreement.

13.3

The Service Contractor shall not include Ohio Sales or use taxes and/or other applicable federal or state taxes on services provided or materials purchased for the District under this Agreement. The District shall cooperate with the Service Contractor by providing any certificates of exemption or other necessary tax exemption documentation upon reasonable advance request by the Service Contractor.

- 13.4 District (or its designee) reserves the right to conduct an audit of the Service Contractor's records and the Service Contractor agrees that, upon request by the District, it will provide any and all original documentation concerning the District's account. The Service Contractor agrees that it will cooperate fully with any audit requested or undertaken by the District. The Service Contractor shall maintain records related to the District's account for a period not less than five (5) years following termination or expiration of this Agreement.

14. STAFF DESIGNATION

- 14.1 Upon the District's written request and for reasonable cause, the Service Contractor shall replace non-qualified or non-performing personnel assigned by the Service Contractor or its authorized subcontractors, if any, within five (5) days of receipt of the written request. Any costs incurred by the District in such event shall be deducted from amounts due the Service Contractor. However, the Service Contractor shall have the absolute right to designate any staff member during any emergency situation upon prior notification to the District.

15. MISCELLANEOUS

- 15.1 This Agreement:
- 15.1.1 shall be construed in accordance with Ohio Law;
 - 15.1.2 shall not be modified except in writing signed by the Parties;
 - 15.1.3 constitutes the entire Agreement of the Parties with respect to its subject matter, superseding all prior understandings, agreements, or communications (whether oral or written); and,
 - 15.1.4 shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns. To the extent that the terms of this Agreement materially conflict with or render ambiguous any provision of the Service Contractor's {Bid/Proposal}, the terms of this Agreement shall govern.
- 15.2 This Agreement may not be assigned or transferred by the Service Contractor without prior written consent of the District. The Service Contractor shall not subcontract any of

the services to be provided under this Agreement without prior written consent the District.

15.3 If any provisions of this Agreement are determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the Agreement's remaining provisions.

15.4 The paragraph headings are for convenience only and shall not effect the interpretation of this Agreement.

15.5 Any notice required or permitted to be given under this Agreement shall be hand-delivered or sent by registered or certified mail, postage pre-paid, to the addresses set forth above and shall be effective upon receipt (or refusal to receive).

16. ACKNOWLEDGEMENT

16.1 The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1, through June 30). If funds are not allocated for the Services that are the subject of this Agreement following the commencement of any succeeding fiscal year during which this Agreement shall continue, the District may terminate this Agreement without liability for any termination charges, fees, or penalties, at the end of its last fiscal period for which funds were appropriated. The District shall be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. The District shall give the Service Contractor written notice that funds have not been appropriated (a) within a reasonable time after the District receives notice of such non-appropriation; and, (b) at least thirty (30) days prior to the effective date of such termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate counterparts, each of which shall constitute an original.

{SERVICE CONTRACTOR}

DATE: _____

BY: _____

TITLE: _____

CLEVELAND METROPOLITAN SCHOOL
DISTRICT

BY: _____

Barbara Byrd-Bennett

TITLE: Chief Executive Officer

DATE: _____

BY: _____

Lawrence W. Davis

TITLE: Chairperson of the Board of
Education

DATE: _____

BY: _____

Gerald Pace

TITLE: Interim Chief Financial
Officer/Treasurer

DATE: _____

CERTIFICATE OF FUNDS

(Section 5705.41, O.R.C.)

In the matter of: {Service Contractor}

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

CLEVELAND METROPOLITAN SCHOOL DISTRICT

By: _____
TREASURER

Dated: _____

Appendix B Submitter Experience and Support Capabilities Form

Information about the Vendor

- 1 Company Name:_____
- 2 Legal Name (if different):_____
- 3 Years in Business:_____
- 4 Number of years installing systems similar to this proposal:_____
- 5 Contact Person/Title:_____
- 6 Full Mailing Address:_____
- 7 Telephone Number:_____
- 8 FAX Number:_____
- 9 E-Mail Address:_____
- 10 Names and titles of personnel who would work on this project (attach resumes):

- 11 Name of person who would be Project Manager for this project (attach resume):_____

This person will be required to meet with the District Project Manager and/or his designee(s) regularly during the entire course of the installation to discuss, track and document progress.

Experience and Existing Customers

The District is interested in the vendor's experiences that most closely resemble this implementation. How many such systems has the vendor installed? How many statewide? How many nationwide?

Area _____ State-Wide _____ Nationwide _____

References

Include below three references of equal or larger size to this current RFP project. K-12 implementation experience is preferred, but not required. Please attach relevant supporting documentation, such as project plans, scopes of work, etc.

Reference #1

Company/School Name_____

Address_____

Type of Business_____

Contact Person_____

Telephone and Fax #'s_____

Dates of Installation _____

Description of system _____

Reference #2

Company/School Name_____

Address_____

Type of Business_____

Contact Person_____

Telephone and Fax #'s_____

Dates of Installation _____

Description of system _____

Reference #3

Company/School Name_____

Address_____

Type of Business_____

Contact Person_____

Telephone and Fax #'s_____

Dates of Installation _____

Description of system _____

Subcontractors/Partners

Every subcontractor must be bound by the applicable terms and provisions of the contract documents the vendor may certify. Further information about subcontractors may be requested prior to the award.

Identify all subcontractors or partners you intend to use for any purposes. Include separate sheet(s) labeled "Subcontractors/Partners" if necessary. The District reserves the right of prior approval of all subcontractors prior to signing a contract.

	Business Name	Years Exp.	Function
1.			
2.			
3.			

References for Subcontractors/Partners

Include below two references of equal or larger size to this current RFP project for EACH subcontractor (duplicate this section if needed for multiple subcontractors). K-12 implementation experience is preferred, but not required. Please attach relevant supporting documentation, such as project plans, scopes of work, etc.

Reference #1

Company/School Name_____

Address_____

Type of Business_____

Contact Person_____

Telephone and Fax #'s_____

Dates of Installation _____

Description of system _____

Reference #2

Company/School Name_____

Address_____

Type of Business_____

Contact Person_____

Telephone and Fax #'s_____

Dates of Installation _____

Description of system _____

Reference #3

Company/School Name_____

Address_____

Type of Business_____

Contact Person_____

Telephone and Fax #'s_____

Dates of Installation _____

Description of system _____