

Breakthrough Schools

10118 Hampden Avenue Cleveland, Ohio 44108 Phone (216) 456-2086

(This proposal will only be accepted electronically. All proposals must be submitted to SAbraham@BreakthroughSchools.org.)

REQUEST FOR PROPOSAL

Please submit proposals on the item(s) listed below. The right is reserved to reject any or all bids. If substitutions are offered, give full particulars. All proposals are due for submission no later than **24th of July @ 5:00 P.M., 2015**

Breakthrough Schools reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in the best interest of the Breakthrough Schools. Successful vendor shall be paid only when delivery is complete, according to contract.

Proposal for External Evaluator for Teacher Incentive Fund Cohort 4

Breakthrough Schools (öBCSö) invites the submission of Proposals for the provision of the services described above (öProposalsö) in accordance with the specifications enclosed herewith.

Proposals **MUST** be received by BCS by the due date and time set forth above. Questions regarding submission of Proposals may be directed to Sandy Abraham at SAbraham@breakthroughschools.org.

**Issued by Sandy Abraham
On behalf of Breakthrough Schools**

We propose to furnish the item(s) listed below at prices quoted and guarantee safe delivery as specified. These prices are submitted with a declaration that no Breakthrough Schools Board member or employee has a financial or beneficial interest in this transaction.

INVOICES WILL BE PAID ACCORDING TO TERMS BID

TIME REQUIRED FOR DELIVERY _____ DAYS

NAME OF FIRM

TERMS _____

ADDRESS

PHONE _____ FAX # _____

CITY _____ STATE _____ ZIP CODE _____

E-MAIL ADDRESS _____

___ CHECK HERE IF YOU ARE A MINORITY VENDOR

PRINT AUTHORIZED REPRESENTATIVE NAME

öBreakthrough Schools does not discriminate in its programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age. For more information, please contact the Office of Human Capital at (216) 456-2086.ö

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SECTION A
ANNOUNCEMENT

UPDATED June 22, 2015

ANNOUNCEMENT

Request for Proposals: External Evaluator for Teacher Incentive Fund Cohort 4 (TIF4)

With this request for proposal (this "RFP"), Breakthrough Schools ("BCS") hereby solicits submissions of written proposals ("Proposals"), on a competitive basis, from qualified companies ("Respondents") to provide for BCS the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by BCS will require the Respondent to provide the following:

The external evaluator should be prepared to rigorously examine the relationship between (1) TIF4 program inputs, implementation, and any other relevant factors identifiable during the course of the project, (2) teacher retention levels over the course of the program, and (3) student achievement as measured primarily by teacher-level value-added tools used by BCS. Also, evaluators and evaluation firms responding to this RFP are invited to suggest their own research questions and recommendations as to the evaluation plan. Evaluation should include strong process and outcome elements, and should employ both qualitative and quantitative methods.

*Each Respondent **must** submit their mission statement and customer focus with their proposal.*

Breakthrough Schools reserves the right to reject or accept any or all documents submitted. Breakthrough Schools shall have the right to consider factors other than the proposal response in awarding a contract.

Respondents are required to include a copy of standard contract, modified as deemed necessary for this RFP. This contract will be considered only as a sample. Breakthrough Schools reserves the right to modify or reject the sample contract in the event the Respondent is selected.

(All of such services are referred to herein as the "Services"). More information about the requirements pertaining to the Services is set forth in Section B of this RFP.

About BCS

The mission of BCS is to develop a growing network of distinctive school options that prepare Cleveland area students for success in life.

Our schools have been recognized as the best performing schools in Cleveland, honored by local, state, and national organizations for excellence in teaching, leadership, and student achievement. We currently serve nearly 3,000 K-8 students across eight campuses.

Background of Request

BCS TIF4 focuses on seven schools that were part of the Breakthrough network at the time of the network's successful application to the Department of Education. The grant provides for a plan to reward and retain teachers, principals, and staff on the basis of performance.

BCS has already completed a year of planning for this grant and has just completed its second year of complete implementation of the evaluation system and of complete implementation of the performance-based compensation system. This RFP seeks the services of a qualified, experienced external evaluator for the project.

General Information

Breakthrough Schools is seeking a fully engaged, nationally recognized, and experienced research and evaluation firm to conduct an independent evaluation of the "GRO" (Growth, Recognition, Opportunities) program. The evaluation should involve analyzing program implementation and the impact of the program on staff effectiveness, retention, and student achievement. The external evaluator should be prepared to collaborate with BCS network staff and educators that are dedicated to the work and success of the project.

TEACHER INCENTIVE FUND PROGRAM – U.S. Department of Education

The Teacher Incentive Fund program supports school districts in developing and implementing alternative performance-based teacher and principal compensation systems in high-need schools.

The goals of the Teacher Incentive Fund include:

- ÉImproving student achievement by increasing teacher and principal effectiveness;
- ÉReforming teacher and principal compensation systems so that teachers and principals are rewarded for increases in student achievement;
- ÉIncreasing the number of effective teachers teaching poor, minority, and disadvantaged students in hard-to-staff subjects; and
- ÉCreating sustainable performance-based compensation systems (PBCS)

Go to <http://www2.ed.gov/programs/teacherincentive/awards.html> to see the list of the 2012 TIF grantees.

Breakthrough Schools TIF Program

Breakthrough schools ultimately want our staff to be great, continue to provide an excellent education to the students and families of the Cleveland area, and make this their career home. In pursuit of this aim, Breakthrough received a Teacher Incentive Fund grant in October of 2012. This began comprehensive network-wide efforts that have now become Breakthrough's GRO program: Growth, Recognition, Opportunities.

Breakthrough, like many other high performing networks of charter schools across the country has experienced significant teacher attrition that has increased turnover costs, challenged our school leaders in their pursuit of continuity and stability for the network's students, and threatened the ongoing satisfaction of teachers who remain. In the long run, our concern is that this negatively impacts our pursuit of an environment to which we'd aspire, and ultimately, our students and families would not reap the benefits of such a fulfilled, sustained, and happy staff. TIF's main goal is to improve teacher and school leader effectiveness, increase their retention, and thus improve student achievement. TIF has helped us in our GRO pursuit by pulling on, designing, and strengthening four key levers: quality evaluation processes; performance based compensation; career pathways for those who want to stay in their roles and become "masters" and those who want to move further into leadership; and all the accompanying professional development (PD) to either help our staff become more effective in their current roles and/or allow them to grow the skills necessary to make the next career/leadership move.

Upon receiving the grant, design teams formed to develop our evaluation processes, compensation structures, and career pathways. The remainder of the 2012-2013 school year consisted of a planning year. The 2013-2014 school year saw the first implementation of the educator and school leader evaluation structures, as well as the continued design and refinement of compensation structures and career pathways. The 2014-2015 school year saw the first "pay out" based on 2013-2014 evaluation ratings and results, as well as the continued

development of career pathway roles and alignment. Design teams have been comprised of teachers, school leaders, Model Education Leaders, BCS Human Capital staff, Friends of Breakthrough staff (the fundraising and advocacy arm of the network), and BCS senior leadership. Furthermore, throughout the grant, we have been heavily supported by the expertise of and consultation with The New Teacher Project (TNTP), who were instrumental in lending our grant credibility and have provided an immense amount of best practice research, financial modelling support, and facilitation of design and implementation.

The evaluation structures and processes designed through TIF coincide in timeline with Ohio's teacher and school leader evaluation legislation. Ohio moved from the binary "Satisfactory/Unsatisfactory" evaluation system (where 99% were "Satisfactory" and was rooted primarily in teacher actions) to a more nuanced approach, with now multiple rating designations and a 50/50 split of teacher actions and student results. This effort was largely funded by the state's receipt of a TIF3 grant in 2010. This backdrop of support and similarity with the State has both reinforced our efforts and given us a strong reference point for the quality of our teachers and leaders.

We are still charging forward with the design and implementation of this grant and are still aggressively problem solving toward achievement of the grant's goals and GRO's vision. We know we are a national leader in so many arenas, and we are looking forward to being another bright spot in terms of teacher and school leader development, effectiveness, and retention.

Submission of Proposals

Proposals will be accepted until **5:00 p.m. on July 24, 2015**. **PROPOSALS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.** Proposals **MUST** be submitted electronically. Electronic documents must be in PDF form consolidated into (1) document. BCS expects to award a contract to the successful contractor not later than August 2015. **BCS RESERVES THE RIGHT TO CONTRACT IN THE BEST INTEREST OF BCS, AND TO REJECT ANY AND ALL PROPOSALS AT ANY TIME PRIOR TO AWARD.**

The email within which the Proposal is submitted should be labeled with the subject **“BCS TIF 4 External Evaluator Proposal”**.

All completed Proposals and accessory documents should be emailed to:

Sandy Abraham
Human Capital Department
Breakthrough Schools
SAbraham@BreakthroughSchools.org

Inquiries for information regarding procurement procedures, proposal submission requirements or other administrative concerns may be directed to Sandy Abraham at (216) 456-2086.

SECTION B
SCOPE OF SERVICES

SCOPE OF SERVICES
External Evaluator for Teacher Incentive Fund 4

1.0 THE SERVICES.

1.1 The Services. BCS hereby solicits submissions of written Proposals, on a competitive basis, from qualified Respondents to provide for BCS the services described herein, all in accordance with the terms and conditions detailed herein. In particular, the services sought by BCS will require the Respondent to provide an External Evaluator for TIF4:

Description of Services to be Performed

The external evaluator should be prepared to rigorously examine the relationship between (1) TIF4 program inputs, implementation, and any other relevant factors identifiable during the course of the project, (2) teacher retention levels over the course of the program, and (3) student achievement as measured primarily by teacher-level value-added tools and student growth measures used by BCS. Also, evaluators and evaluation firms responding to this RFP are invited to suggest their own research questions and recommendations as to the evaluation plan. Evaluation should include strong process and outcome elements, and should employ both qualitative and quantitative methods.

The current year (2014-2015) is Year 3 of the TIF4 grant. BCS used Year 1 of the grant as a planning year. Year 2 saw the complete implementation of the new educator evaluation system in all TIF schools. Year 3 saw the complete implementation of the performance-based compensation system in all TIF schools as well as the first year of implementation for Teacher Leader/Career Pathways stipended roles. BCS now seeks an independent evaluator for years 4-5 of the grant. Evaluation activities will consist primarily of an initial meeting with BCS program representatives and the formulation of an evaluation plan that: 1) addresses the evaluation needs as recommended by the Department of Education and 2) incorporates the evaluator's own vision for the evaluation, informed in part by the desires voiced by BCS program representatives.

Process Evaluation

Process evaluation will follow the project execution, documenting fidelity of implementation in terms of the program design as outlined in the BCS grant proposal. In addition, milestones in the process (e.g., year-by-year goals and objectives) should be documented to assess the program's progress. Process evaluation questions suggested to be addressed include but not limited to the following are:

- To what extent have goals and objectives set out in the program design been met on a year-by-year basis? What explanations are available for any variances from stated goals and objectives, and do these explanations offer useful feedback to program managers?

- How faithfully has the program been implemented?
- What changes have occurred in schools, both in student and faculty/staff populations, since the program began?
- Are there program areas which show any appearances of working more or less smoothly, or contributing more or less strongly to the program's goals? Can any information generated along these lines provide useful feedback to program managers?
- To what extent will external factors (e.g. pension reform & retirements in Ohio— thus vacancies, CMSD hiring, benchmarking salaries to other charters, etc.) continue to affect retention of teachers and school leaders at BCS?
- Are there factors within and outside of the program that are making employment in our schools more or less attractive to potential candidates?

Both qualitative and quantitative methods should be employed in the process evaluation, and different sources of data should be considered as they support summary conclusions through a convergence of evidence.

Outcome Evaluation

The outcome evaluation should examine and explain effects produced by the TIF project on teacher retention, student achievement, and the effectiveness of the school as a whole, including both faculty and staff. The outcome evaluation should be sure to address the following overarching questions:

- To what extent have inputs such as PBCS raises and PD investments (e.g. funding for conferences, etc.) impacted retention? Student achievement of individual teachers? The entire school on the whole?

Appropriate statistical models should be used to account for variance from different independent variables (such as background variables and teacher compensation) in proportion as these sources contribute to the measured outcomes (such as student achievement on standardized tests and teacher effectiveness as measured by value-added scores). All federally required performance indicators (GPRA measures) must be addressed.

Deliverables/Scope of Work

1. Within one month of the execution of the contract with the external evaluator, that evaluator will provide BCS program staff with input and advice in the form of a review and revision of the evaluation plan as approved in the BCS proposal funded in fall of 2012.
2. A complete evaluation plan must be presented to the appropriate BCS staff and approved for the subsequent two years of work by September 15, 2015. BCS seeks to make begin payment to the

external evaluator by September 30, 2015 to comply with grant budget year restrictions and requirements.

3. Reports will be provided to BCS program management at an agreed-on time after each academic year is closed. These reports will address process issues discussed above, and an assessment of any significant findings that may be used in the program for continuous improvement.
4. The evaluator may be asked to provide occasional brief ad hoc reports as needs arise.
5. The evaluator will participate as appropriate in Steering Committee meetings, meetings with the Project Director as needed, and potentially BCS or School board meetings. Participation in these meetings may be by conference call.
6. The evaluator will assist BCS program staff with all funder-required reporting (with support from Friends of Breakthrough staff) in compliance with federal reporting requirements.
7. The evaluator will prepare a summary report at the close of the project, in which outcomes described above are demonstrated by data and sound statistical procedures. The report should assess, so far as is possible, variables that are the strongest as well as the less powerful contributors to the outcomes. The report should also include recommendations of how to improve upon outcomes for retention, effectiveness, and student achievement (can include, but need not be limited to, the program components).

Credentials, Qualifications, and Previous Performance

Respondent Note: Along with all other requested materials, the Respondent must describe and provide examples of the following credentials, qualifications and previous performance in order to be considered for this RFP.

The following are requirements for the evaluator:

1. A minimum of three years of experience in designing and conducting educational program evaluations, including comprehensive evaluation projects across multiple entities, such as multiple local schools or school districts.
2. A terminal degree (PhD or EdD preferred) in education or relevant social science.
3. At least three years of experience conducting program evaluation studies in school districts.
4. Sufficient capacity at the time of the contract award to carry out required activities as identified in the "Description of Services to be Performed" section above.
5. Ability to communicate evaluation results to all key stakeholders, including via interim reports to be used for formative purposes/continuous improvement.

6. Research design and materials (assessment instruments, etc.) that adhere to rigorous research and program evaluation standards, such as AEA or AERA.
7. Command of and experience in federal reporting requirements and all research procedures associated with human subjects.
8. High-level interpersonal skills, as shown by experience in collaborative work.
9. Excellent oral and verbal communication skills, extending to the ability to write comprehensive reports which communicate a wealth of detail in understandable terms.

"Specific responses to be included in evidence of Experience & Qualifications"

1. A representative list of educational program evaluations the respondent has conducted.
2. Examples of at least three (3) educational program evaluations the respondent has conducted. For each example, include major elements of the evaluation plan, highlights from evaluation reports that exemplify conclusions, and the rationale for those conclusions. The respondent's number of years of experience in program evaluation.
3. An evaluation plan for the TIF4 grant that addresses all the requirements outlined in the "Description of Services to be Performed."

(All of such services are referred to herein as the "Services").

1.2 Intent to Contract. BCS, a 501(c)3 organization, desires to enter into an agreement pursuant to which the Services described above will be provided (the "Agreement"), all subject to the terms and conditions set forth in this RFP and any agreed upon modifications or additions hereto. The basic purpose of this RFP is for the Respondent to provide to BCS the Services described above.

2.0 DURATION OF THE AGREEMENT. The term of the Agreement shall commence on the date that the Agreement is executed by all parties thereto. Thereafter, unless earlier terminated, the term of the Agreement shall continue for a term of two (2) years, with a review period commencing in July 2016 to ensure BCS satisfaction with the services provided before embarking on year 2 of the contractual services. The Agreement shall also contain a provision granting to BCS the right to terminate the Agreement, with or without cause, upon thirty (30) days notice. (Hereinafter, the period from the time of commencement of the term of the Agreement until the time of expiration of the term of the Agreement shall be referred to as the "Agreement Term").

3.0 FORMAT OF PROPOSAL. The Proposal submitted by the Respondent must contain the following information, which information collectively constitutes the Proposal.

- 3.1 Completed Vendor Information Form. The Respondent must complete and include the Vendor Information Form provided in Section D of this RFP with the submitted Proposal.
- 3.2 Description of the Services. The Proposal must contain a thorough description of the Services being offered in response to this RFP. The Proposal should show that the Services being provided, at a minimum, meet the specifications set forth in this RFP. All requests included in this RFP for information

regarding the Services should be included in this part of the Proposal, including but not necessarily limited to the following:

- a. Cover Letter Referencing the RFP;
- b. Table of Contents;
- c. Respondent's Background
- d. Respondent's Mission Statement and Customer Focus
- e. A description of how the Respondent will seek to answer the evaluation questions indicated by BCS above. The Respondent should include a methodology section that addresses both qualitative and quantitative data to be collected and initial research questions to be addressed in the evaluation. The Respondent should also include a research design narrative, a timeline for measures and measurements, and a description of the various data sources that will be used for the implementation and impact analyses.
- e. A description of any additional services the Respondent believes are necessary to fully provide the Services or which the Respondent believes would be beneficial to BCS within the context of the Services requested in this RFP; and
- f. Any other relevant information about the proposed Services deemed to be material.

3.3 Description of the Respondent. The Proposal must contain a thorough description of the background of the Respondent and sufficient evidence showing that the Respondent is capable of providing the Services. All requests included in this RFP for information describing the Respondent should be included in this part of the Proposal, including but not necessarily limited to the following:

- a. A brief description of the history and mission of the Respondent, including the Respondent's background and mission statement, the length of time the Respondent has been in business, a description of the Respondent's organizational structure and a description of the Respondent's customer make-up;
- b. Disclosure of the Respondent's Dunn and Bradstreet number;
- c. References of the Respondent, including at least three (3) other clients for whom the Respondent has provided services similar to the Services (with preference given to clients comparable to MCS) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number;
- d. A description of the number and qualifications of the Respondent's employees who will participate in the performance of the Services, including the total number of employees at the Respondent's Cleveland location, if any, the names and titles of key employees who will be assigned to provide the Services, a description of the role to be filled by each such key employee and a resume of each such key employee;
- e. A description of any other resources available to the Respondent that will be useful in providing the Services;
- f. A description of the business design of the Respondent, including the number and locations of facilities and offices of the Respondent and specification of the location of the home office of the Respondent;
- g. A statement of whether the Respondent has been certified by any certification agency as a minority business enterprise

- h. A description of the methods used by the Respondent to measure the satisfaction of its clients;
- i. Any other relevant information about the capabilities of the Respondent deemed to be material.

3.4 Experience of the Respondent. A sufficient description of the experience and knowledge base of the Respondent to show the Respondent's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Respondent included in the Proposal should include, but not necessarily be limited to, the following:

- a. A statement of how long the Respondent has provided services similar to the Services requested herein;
- b. A general description of the Respondent's experience and background in providing services similar to the Services requested herein;
- d. A statement regarding previous experience, if any, in providing the Services to BCS.
- e. Any other relevant information about the experience and knowledge base of the Respondent which is deemed to be material.

3.5 Sample Contract. A sample agreement, substantively similar to the agreement the Respondent proposes to use if awarded the final contract, should be included in the Proposal.

4.0 COMPENSATION. The successful contractor will be compensated for the Services provided in accordance with any other compensation arrangement negotiated between BCS and the successful contractor. To the extent the provisions of this paragraph contradict any provision regarding compensation set forth in Section C of this RFP, the provisions set forth in this paragraph shall govern. **Please note that BCS seeks a reasonable bid for this contract not to exceed the allocated amount for this work in the grant as budgeted. BCS urges prospective parties to contact the Office of Human Capital to discuss initial budget constraints PRIOR to submitting a bid to this RFP. Sandy Abraham can be contacted at (216) 456-2086, ext 1311.**

SECTION C
INSTRUCTIONS TO RESPONDENTS

INSTRUCTIONS TO RESPONDENTS

1.0 PURPOSE. Breakthrough Schools (öBCSö) hereby solicits submission of written proposals (öProposalsö), on a competitive basis, from qualified companies (the öRespondentsö) capable of providing the scope of products or services described in Section B hereof (the öServicesö). These instructions provide detailed legal and technical requirements for the acquisition of the Services. This Request for Proposal (this öRFPö) will become part of any final contract entered between BCS and the Respondent for the provision of the Services.

BCS will review and evaluate the Proposals submitted and, ultimately, will enter into a contract with the successful Respondent for the Services. The Services are more particularly described in Section B of this RFP, which section is entitled öScope of Servicesö.

2.0 PERIOD OF CONTRACT PERFORMANCE. The period of performance for the Services to be provided to BCS by the Respondent as a result of this RFP and any resulting contract or agreement shall be as agreed and negotiated. It is the intent of BCS to award a contract, or agreement, for the term, or duration, defined in Section B of this RFP. The contract or agreement resulting from this RFP shall also contain a provision granting to BCS the right to terminate the Agreement, with or without cause, upon thirty (30) days notice. A sample agreement containing provisions consistent with the provisions set forth in this paragraph must be included with the Proposal.

3.0 QUESTIONS REGARDING THIS RFP. Questions or requests for clarification of issues and terms pertaining to this RFP must be submitted via email to:

Sandy Abraham
Human Capital Department
Breakthrough Schools
SAbraham@BreakthroughSchools.org

Questions should include an e-mail address and should specifically reference the section of the RFP to which the question pertains. All questions must be submitted in writing. **IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.** These guidelines for communication have been established to ensure a fair and equitable evaluation process for all Respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and will lead to disqualification.

4.0 PRE-PROPOSAL CONFERENCE. No pre-Proposal conference will be held.

5.0 MINIMUM STANDARDS. The successful contractor shall be capable of providing the Services in accordance with the minimum standards, specifications and performance requirements, as well as in accordance with all of the terms and conditions, stated in this RFP. The standards, specifications, performance requirements, terms and conditions set forth in this RFP reflect the primary considerations of BCS concerning the minimum services and capabilities expected, but may not necessarily reflect all the services and capabilities required. Additional standards, specifications, performance requirements, terms and conditions may be set forth in the final contract. In this regard, the successful contractor shall furnish all management and resources (including but not limited to personnel, technical support, computerized and other systems support, equipment, materials and miscellaneous supplies) necessary to provide the Services in a thorough, comprehensive, timely, efficient and effective manner.

6.0 SPECIFICATIONS. The Respondent, if and when it is awarded a contract, shall provide all the Services described in Section B of this RFP, entitled öScope of Servicesö.

7.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS.

7.1 General Requirements. In order to be considered for selection, successful Respondents must submit a complete response to this RFP. Your proposal must be submitted including all attachments, forms and other related documents in (1) PDF form document. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's capability of satisfying the requirements of this RFP.

7.1.1 Signatures; Completeness. Proposals shall be signed by an authorized representative of the Respondent. The printed name and title of the person signing the Proposal must appear on the signature page of the Proposal. Proposals must concisely set forth all of the information requested by this RFP in a full, accurate and complete manner.

7.1.2 Simplicity. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's capability of satisfying the requirements of this RFP. Emphasis should be on completeness and clarity of content. Responses should focus on efficient and cost effective systems which ensure cost management, timely services and minimized paperwork.

7.2 Place and Time for Submission. Proposals will be received via email to Sandy Abraham at SAbraham@BreakthroughSchools.org, until 5:00 P.M. LOCAL TIME ON July 24, 2015 (the "Submission Deadline"). **PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE ACCEPTED.**

7.2.1 Delivery. All Proposals shall be deemed received when sent to the above email address. Each Respondent is solely responsible for ensuring that its Proposal is timely delivered. Respondents may verify delivery of Proposals by contacting BCS at (216) 456-2086.

7.3 Pricing. Pricing information shall be provided in the proposal. In determining its pricing proposal, the Respondent should take into account the following considerations.

7.3.1 Tax Exemption. BCS is a tax-exempt entity and, as such, is exempt from the payment of taxes, including but not limited to sales and use taxes, federal excise taxes and federal high use taxes.

7.3.2 Extra Charges. Unless agreed by the parties in writing, charges in excess of the amounts agreed upon in the final contract shall not be allowed.

7.3.3 Timeline. The timeline included in Section 1.1 of this RFP

7.4 Identity of the Respondent. The Proposal must reveal the full name and business address of the Respondent. BCS will enter an agreement only with the person or entity named as the Respondent in the Proposal of the successful contractor.

7.5 Modifications Following Submission. Modifications of Proposals following submission will be allowed, provided the modification is received by the BCS at the place designated for submission of Proposals prior to the Submission Deadline.

7.6 Duration of Validity. Proposals shall be valid for a minimum period of ninety (90) days subsequent to the Submission Deadline. Proposals expiring less than ninety (90) days from Submission Deadline will be considered non-responsive and, consequently, will not be considered.

8.0 CHANGES TO THE SPECIFICATIONS. Any modification, amendment or other change to this RFP will be made by BCS via written addendum and will be forwarded to all persons and firms to whom the RFP has been transmitted. Any unapproved deviation, exception, substitute, alternate or conditional qualification contained in a Proposal may be cause for rejection of the Proposal.

9.0 EVALUATION PROCESS.

9.1 Evaluation Committee. BCS will appoint an evaluation committee, consisting of representatives of BCS, to evaluate submitted Proposals and recommend a Respondent for a final contract with BCS for provision of the Services. The committee will apply the evaluation criteria set forth in this RFP, or in any addenda hereto that

may be issued by BCS, in order to identify a Respondent for a final contract. An evaluation criterion is deemed to include any unstated "subcriterion" that logically might be included within the scope of the stated criterion.

9.2 Evaluation. The evaluation committee shall consider a number of criteria in determining with which Respondent and BCS will enter a final contract. BCS may request additional information from any Respondent at any time after the Submission Deadline. However, unsolicited information may not be accepted from any Respondent after the Submission Deadline. BCS will assume that all Proposals are complete as received.

9.2.1 Evaluation Criteria. Proposals shall be evaluated based upon the following criteria:

9.2.1.1 The extent to which the Services offered in response to this RFP meet or exceed the minimum specifications required of the Services;

9.2.1.2 The ability of the Respondent to provide the Services requested or offered;

9.2.1.3 The quality of the Services being offered by the Respondent;

9.2.1.4 The willingness of Respondent to meet the BCS compensation rate

9.2.1.5 The extent to which the Respondent offers great value at the lowest possible cost

9.2.1.6 Any and all other factors the evaluation committee deems reasonably applicable.

9.3 Oral Presentation. BCS reserves the right to interview, or require an oral presentation from, any Respondent for clarification of information set forth in the Respondent's Proposal. In this regard, at the discretion of the evaluation committee, some or all Respondents who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Respondent. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Respondent to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact-finding and explanation session only and is not to be used to negotiate any terms of contract. Interviews and oral presentations are strictly an option of BCS or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Respondent.

9.4 Qualifications of the Respondent. BCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to provide the Services. The Respondent shall furnish to BCS all such information and data as may be requested for this purpose. BCS further reserves the right to reject any Proposal if the evidence submitted by, or investigation of, the Respondent fails to satisfy BCS that the Respondent is properly qualified to carry out the obligations required in this RFP and the final contract and to provide the Services contemplated therein.

9.5 Inspections. BCS reserves the right, at reasonable times, to inspect the part of the plant or place of business of the Respondent or any subcontractor thereof which is related to the performance of any contract awarded or proposed to be awarded by BCS. BCS further reserves the right, at reasonable times and places, to audit the books and records of any Respondent who has submitted a Proposal to the extent that such books and records relate to cost or pricing data contained in the Proposal.

10.0 AWARD OF CONTRACT. The final contract for provision of the Services will ultimately be awarded to the Respondent deemed by BCS in its sole discretion to be the lowest responsive and responsible Respondent. In determining which Respondent is the lowest responsive and responsive Respondent, MCS will consider which Respondent is fully qualified and best suited, offers the best Services for the most reasonable price and is altogether most advantageous to BCS among those submitting Proposals in response to this RFP, as determined based upon evaluation of the criteria set forth in this RFP and upon the results of negotiations. Terms of engagement will be established with the selected

Respondent, and the final contract will be awarded in the manner deemed by BCS to be fair and most advantageous to BCS.

10.1 Rejection of Proposal. BCS reserves the right to reject any or all Proposals and to waive informalities and irregularities in any or all Proposals submitted. In this regard, BCS, at its own discretion and at any time prior to award, may cancel this RFP or reject any Proposal, in whole or in part, and is not required to furnish a statement of the reason why a particular Proposal was rejected or was not deemed to be the most advantageous.

10.2 Negotiation and Approval of Contract. Should, at any time, BCS determine in its sole discretion that only one Respondent is fully qualified or that one Respondent is clearly more qualified than the others under consideration, a proposed contract may be negotiated for award to that successful Respondent. BCS shall have no obligation to include in any such proposed contract any part of any sample contract submitted by the Respondent. Provision of the Services may not commence until a contract between BCS and the successful Respondent is properly negotiated, executed and entered.

10.3 Compensation. The successful contractor will be paid for the Services provided in accordance with a compensation arrangement between BCS and the successful Respondent.

10.4 Price Adjustment. There will be no price adjustments.

10.5 Charges Not Required. The successful contractor and BCS both shall agree that BCS shall not be required to pay to the successful contractor any cost, fee or charge which is not specifically required to be paid by the contract.

10.6 Performance. BCS and the successful contractor each shall agree to fully perform all of their respective obligations under the Agreement. However, failure of BCS to perform such obligations shall not automatically relieve the successful contractor of its obligation to perform under the contract.

10.7 Protests. BCS will consider all protests filed in a timely manner regarding the award of a contract, or the process of awarding a contract, in relation to this RFP, whether submitted before or after award. All protests are to be submitted in writing.

11.0 GENERAL TERMS AND CONDITIONS.

11.1 No Commitment. This RFP does not commit BCS to award a contract, pay any costs incurred in the preparation of any Proposal submitted or procure or contract for Services from any Respondent or any other person. Accordingly, each Respondent shall be responsible for all costs incurred in the preparation and submission of its Proposal or in any part of its participation in the pre-award process.

11.2 Conditions and Assumptions. All Proposals and related documents submitted shall be based on the same conditions and assumptions that will underlie any prospective final contract between BCS and the successful Respondent. Thus, in establishing the terms of any resulting contract, BCS may assume the conditions and assumptions underlying the Proposal submitted by the successful Respondent are accurate.

11.3 Termination. Failure by the successful contractor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful contractor's failure to deliver the Services in accordance with the contract terms and conditions, BCS, after due oral or written notice, may procure such Services from other sources and hold the successful contractor responsible for any resulting additional purchase and administrative costs.

BCS reserves the unilateral right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever BCS in its sole discretion determines that such a termination is in the best interest of BCS. Any such termination shall be enacted by delivery to the successful contractor by email, fax, or mail, at

least thirty (30) calendar days prior to the termination date, a notice of termination specifying the extent to which performance shall be terminated and the date upon which such termination shall become effective. After receipt of a notice of termination, the successful contractor must stop all work or deliveries under the contract on the effective date and to the extent specified in the notice of termination. However, any such contract termination notice shall not relieve the successful contractor of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of termination. No payment shall be made for anticipated profit on unperformed services.

11.4 Ethics in Public Contracting. By submitting its Proposal, Respondent certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Respondent, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

11.5 Prohibited Contact. Registered and non-registered lobbying of BCS staff members or Board members with respect to a pending project or award is prohibited during the time period between the date the RFP is advertised and the date a final contract is awarded. Any contact between BCS staff members or Board members and any representative of a Respondent relating to a pending project or award (whether by writing, telephone, e-mail or otherwise) outside of properly scheduled meetings, other than as intended and initiated by an BCS staff member or a Board member, shall be grounds for disqualification of the Respondent from the bid process. By submitting a Proposal, the Respondent represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.

11.6 Conflict of Interest. Respondent certifies that no BCS Board member, staff member or any BCS employee has a financial or beneficial interest in the Respondent.

11.7 Errors or Omissions. The Respondent shall not be allowed to take advantage of any errors or omissions in the specifications set forth in this RFP. Where errors or omissions occur in this RFP, the Respondent shall promptly notify the contact person listed in this RFP and report the identified error or omission. Inconsistencies in the specifications are to be reported before Proposals are submitted to BCS.

11.8 Liability for Improper Date or Time Processing. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will indemnify and hold harmless BCS and the officers, employees, Board members and agents of BCS against any claim of, or liability for, breach of any contract related to the Services that is caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

11.09 Compliance with Procedures. The successful contractor will comply with all procedural instructions that may be issued from time to time by BCS. However, the substantive terms and conditions of the contract shall not change without the written consent of all parties thereto.

11.10 Obligation of Successful Contractor. By submitting a Proposal, the successful contractor covenants and agrees, based upon its own investigation of the conditions to be met, that it fully understands its obligation and that it will not make any claim under, or have any right to cancellation or relief from, the contract because of any misunderstanding or lack of information.

11.11 Format of Services; Satisfaction of BCS. The Respondent agrees that, if it becomes the successful contractor, the Respondent will fully provide to BCS, to the best of its capabilities, the Services in substantially the format, quality and scope required by, or indicated in, this RFP, including any modifications and additions hereto. Furthermore, the Respondent agrees to be responsible for providing the Services in a manner and to an extent satisfactory to BCS.

11.12 Delivery. By submitting a Proposal, the Respondent agrees that, if it becomes the successful contractor, the Respondent will deliver to BCS all items required to be delivered by this RFP and the Agreement in a form, which is complete and ready for use.

11.13 Taxes. The successful contractor shall determine, be responsible for and pay any applicable taxes related to the Services or the Agreement, including but not limited to any property tax, sales tax, federal excise tax or federal highway use tax. BCS is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. A COPY OF DOCUMENTATION VERIFYING THE TAX EXEMPT STATUS OF BCS IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL CONTRACTOR UPON REQUEST.

11.14 Support. If it becomes the successful contractor, the Respondent agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support BCS in addressing any problem whatsoever relating to the Services or the Agreement.

11.15 Deviation from Specification. Accountability for the Services will rest solely with the successful contractor. Any inaccuracy in or other deviation of the Services from the required specifications will be corrected by the successful contractor within two (2) weeks after the successful contractor is notified of the inaccuracy or discrepancy.

11.16 Time for Performance. In order to minimize the disruption of schools and other BCS facilities, the successful contractor will perform the Services during hours, which will be determined by BCS.

11.17 Non-Discrimination. The Respondent is obligated not to discriminate against any employee of, or applicant for employment with, the Respondent on the basis of race, color, religion, handicap, national origin, sex or socio-economic status. This obligation shall include, but not be limited to the following matters: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Respondent is obligated to comply with all requirements of the Americans with Disabilities Act. In addition, all vendors wishing to do business with Respondent shall be afforded the same equal opportunity and non-discrimination. By submitting a response to this RFP, the Respondent confirms and asserts that it is not currently discriminating, and will not discriminate, against any person in any manner related to this RFP or to any Proposal or contract related hereto, including in the performance under any such contract.

11.18 Insurance. By submitting a Proposal in response to this RFP, the Respondent certifies that, if awarded a contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Respondent certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Tennessee. During the term of the contract, BCS reserves the right to require the successful Respondent to furnish certificates of any required insurance for the coverage required by BCS, if any is required.

11.19 Ownership of Computer Programs and Data. Ownership of all computer systems, programs, software, data, materials, documentation or similar products purchased, created or compiled in connection with the performance of the Services or the performance of obligations under any contract resulting from or related to this RFP, now or hereafter, shall vest completely and exclusively with BCS. Upon expiration of the term of the contract, the successful contractor will relinquish and convey to BCS any right it may have in such computer systems, programs, software, data, materials, documentation or similar products.

11.20 Assignment of Contract. Upon execution, the contract shall not be assigned or subcontracted by the successful contractor, in whole or in part, without the prior written consent of BCS.

11.21 Binding Nature of This RFP. By submitting a Proposal, the Respondent agrees to be bound by all of the provisions of this RFP. The Respondent further agrees that, if it becomes the successful contractor, the

Respondent and its heirs and assigns will continue to be bound by the provisions of the RFP for the duration of the Agreement Term except to the extent any provision hereof is explicitly waived in the Agreement.

11.22 Applicable Laws and Courts. This RFP and any related Proposal and resulting contract shall be governed in all respects by the laws of the State of Ohio. Jurisdiction over any matter arising in connection with this RFP or any related Proposal or resulting contract hereunder shall be held by the federal and state courts having jurisdiction in Cuyahoga County, Ohio. Furthermore, the Respondent shall comply with all applicable federal, state and local laws and regulations.

11.23 Background Checks. Respondent hereby acknowledges the requirements of Ohio Code requiring the background check of any employee or subcontractor that works on school grounds at any time when students are present, and prohibiting any person with a history of the criminal offenses cited in the statute from working on a school campus during such times. The Respondent hereby certifies that it has, and will, at all times during the performance of the Services, comply with the provisions of this statute and will provide to BCS, upon request, proof of its compliance with this provision. A default by the Respondent of the provisions of this Section shall automatically be grounds for termination of this Contract pursuant to the default terms herein.

11.24 Subject to Funding. This Contract is subject to the appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, BCS reserves the right to terminate the Contract upon written notice to the Respondent. Said termination shall not be deemed a breach of the Contract by BCS. Upon receipt of written notice, the Respondent shall cease all work associated with the Contract. In the event of termination, the Respondent shall be entitled to compensation for all satisfactory and authorized Services completed as of the termination date. Upon such termination, the Respondent shall have no right to recover from BCS any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

**SECTION D
VENDOR FORM**

VENDOR INFORMATION

(Please Complete Form)

Breakthrough Schools reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any informalities and/or technicalities that are deemed to be in the best interest of the Breakthrough Schools.

Name of Firm: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone #: _____ **Fax #:** _____

E-Mail Address: _____

Time Required for Delivery: _____ **Days**

Payment Terms: _____

Print Authorized Representative Name: _____

We propose to furnish the item(s) listed at prices quoted and guarantee safe delivery as specified. These prices are submitted with a declaration that no Breakthrough Schools Board member or employee has a financial or beneficial interest in this transaction.

***IS YOUR COMPANY A MINORITY-OWNED OR DISADVANTAGED BUSINESS AS DEFINED BELOW?** Yes No

If your response is YES, check the category that properly defines your minority status:

- Black American Indian Alaskan Native Asian American Hispanic Women
 Other (Please specify _____) Small Business

øA minority business is defined as a business that is both owned and controlled by minorities and/or women. Minorities and/or women must own at least 51% of the business and control its management and daily operations. Minorities include Black, Women, American Indians, Alaskan Natives, Asian American, Hispanics and members of other groups determined to be economically or socially disadvantaged by the Small Business Administration under Section A of the Small Business Act as amended (15 USC 637 a)ø

øBreakthrough Schools does not discriminate in its programs or employment on the basis of race, color, religion, national origin, handicap/disability, sex or age. For more information, please contact the Office of Human Capital at (216) 456-2086.ö