Request for Proposal ("RFP")
ESL Consultant Services
English as a Second Language (ESL) Consultant Services
Post Date: May 8, 2020
Responses Due: May 28, 2020 11:59pm

RFP Number (#) 2020ELLS002

This institution is an equal opportunity provider.

CPS is committed to diversity and inclusion across all aspects of our organization.
1. Introduction and Background

The Cincinnati City School District, also known as Cincinnati Public Schools (hereinafter also referred to as “CPS”), serves about thirty-six thousand (36,000) students in over sixty (60) schools spread across a ninety-one (91) square mile district in southwest Ohio. CPS is greater Cincinnati’s largest school district and Ohio's third largest.

CPS ranks among the top two (2) percent of Ohio districts for students’ learning growth and offers families high-quality school choices and academic programs.

The district’s innovative approach to education, its investment in effective and caring teachers, vast array of collaborative partnerships, and My Tomorrow has transformed our classrooms into highly engaging learning environment have accelerated school performance to the highest level in decades – ensuring that students in preschool to 12th grade thrive and graduate prepared for successful lives in the 21st century.

CPS serves a diverse student population. In accordance with both federal and state mandates, the District has developed and implemented programs to meet the specific needs of its English Language Learner (ELL) population.

1.1 Schedule

The following schedule is tentative and represents our intentions the day this document was published. The higher priority of the district issues or activities could possibly affect the schedule. All vendors must follow this schedule. Unless otherwise noted, the deadline for each item is 12 noon Eastern Standard Time.

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Description of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8/2020</td>
<td></td>
<td>Post the RFP on the Cincinnati Public Schools’ Website</td>
</tr>
</tbody>
</table>
| 5/13/2020  | 4:00 PM | Deadline for submission of vendor questions  
Questions must be submitted via email to KobayaM@cpsboe.k12.oh.us  
(Questions will not be addressed over the phone) |
| 5/18/2020  |         | Response Posted to Bidder’s questions to the Cincinnati Public Schools’ website         |
| 5/28/2020  | 11:59 PM| RFP response submission deadline  
(This RFP will not be read at a public opening)                                           |
| 6/11/2020  |         | RFP Award and Vendor Notification                                                       |
| 8/1/2020   |         | Contract effective Month date, year                                                    |

1.2 RFP Attachments

A. Attachment 1; Vendor Information
B. Attachment 2; Terms and Conditions
C. Attachment 3; Task List
D. Attachment 4; CPS School List
1.3 RFP Questions
Questions or request for clarification of this Request for Proposal must be submitted in writing no later than Wednesday, May 13, 2020. No further inquiries for RFP clarification will be accepted. Responses to questions will be published on CPS’ website by Monday, May 18, 2020. CPS reserves the right to decline to response to any question.

1.4 RFP Addenda
In the event that CPS makes modifications, clarifications, or additions to the Request for Proposal (“RFP”), information will be made available and posted to the CPS website/trade publication.

1.5 Proposal Acceptance
CPS reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any formalities.

A. CPS reserves the right not to accept the lowest priced proposal. Proposals that do not comply with the requirements stated within this RFP or which are submitted after the deadline are subject to disqualification.

B. CPS reserves the right to request additional information from vendors after the RFP deadline, should such action be in the best interest of CPS.

C. Following the deadline for RFP submittals: CPS, its Board, its employees, its agents, its representatives and its attorneys reserve the right to have further discussions related to price and services provided with any prospective vendor during the review process. CPS, its Board, employees, agents, representatives, and attorneys reserve the right to conduct these discussions with one or more respondents in order to arrive at a final selection.

D. If Vendor has operations (production, sales, administrative) physically located within the CPS district boundaries, the vendor should develop procurement and contracting strategies aimed at supporting the district’s Supplier Diversity Development Program. Strategies shall include sourcing methods, goals, reporting, and efforts to encourage local, small disadvantaged and minority business partnerships. Vendor shall use its best efforts to use such Business Enterprises.

E. All proposals and all supporting documentation submitted with the proposals shall become the property of CPS and will not be returned.

F. All proposals and supporting proposal documents become public information after award or rejection of all proposals and are available for inspection by the public.
G. Responses to this RFP may be incorporated into the resulting contract at the discretion of CPS.

H. The respondent expressly understands that any data stored on any computer system owned by CPS shall remain the sole and exclusive property of CPS.

I. Expenses incurred by vendor in developing a response to this RFP are entirely the responsibility of the vendor and may not be charged to CPS. Respondent shall make no public statement, explicitly or implicitly, indicating a vendor or potential vendor relationship with CPS unless agreed upon in writing by CPS.

J. This RFP may be awarded to a single vendor or multiple vendors on order to meet the service requirements of this RFP.

K. All proposals are awarded with the understanding that the vendor is acquainted with all of the requirements. The vendor shall not at any time after the submission of a proposal, make any claim whatsoever based on insufficient data or a misunderstanding of the requirements, nature, conditions or extend of the work under the contract.

1.6 Proposal Evaluation

CPS will consider the following criteria in evaluating proposals:

<table>
<thead>
<tr>
<th>Weight Factor</th>
<th>Evaluation Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>Price</td>
</tr>
<tr>
<td>20%</td>
<td>Ability to provide services required and ability to provide personnel required to meet the needs of the district</td>
</tr>
<tr>
<td>10%</td>
<td>Local Business Enterprise Initiative participation (per Board Policy 6320.03 and 6320.01*)</td>
</tr>
<tr>
<td>10%</td>
<td>Demonstrated experience and ability to execute the services of this RFP</td>
</tr>
<tr>
<td>10%</td>
<td>Vendor’s history and resource capability to perform required services</td>
</tr>
</tbody>
</table>

1.7 RFP Responses

A. Submit and upload your bid response, enter this link in your internet browser or click here: [https://cpssftp.exavault.com/share/view/1ywcm-aqutvbnr](https://cpssftp.exavault.com/share/view/1ywcm-aqutvbnr). Enter your email address and use the password “bidding”. Include your Vendor Name and RFP# 2020ELLS002 in the subject line.

CPS requires a uniform proposal format to make out evaluation as efficient and as fair as possible. Respondents must respond to ALL items provided in this RFP. All questions concerning the submission of this RFP shall be directed to David Rineair at RineaiD@cpsboe.k12.oh.us.
B. Submit a cover letter on your letterhead, signed by the responsible official in your organization, certifying the accuracy of the information in the response, and that the proposal will remain valid for ninety (90) days from the proposal due date.

C. Unnecessarily elaborate responses that do not adequately address the RFP are not desired. Elaborate brochures are not desired. Reproduced copies of standard manuals may not be substituted for the specific responses requested. Emphasis should be on completeness and clarity of the proposal. Failure to comply with the format guidelines may be considered indicative of the respondent’s unwillingness to support customer needs: **Those who do not respond in keeping with the format guidelines may be omitted from the evaluation process at the discretion of CPS.**

2. **Statement of Work**

2.1 **Overview**
The growth of the English Learner (EL) population, particularly English Learners that are students with limited or interrupted formal education (SLIFE), has been dramatic over the past five years. As a result, the district faces great challenges as well as opportunities in meeting the needs of these learners. Services and supports must effectively support these learners so that they gain proficiency in English, according to the Ohio English Language Proficiency standards; we must also ensure that these learners continue to make academic gains according to the Ohio Academic Learning standards.

2.2 **Scope**
CPS is seeking an ESL services provider with highly qualified, TESOL-endorsed and certified ESL teachers and consultants that can provide an array of English as a Second Language instructional supports and services as well as bilingual services and leadership for grades K through 12. Leadership features include, but are not limited to, recognized leaders in the field with participation in professional organizations and state/national presentations in the area of second language acquisition. Contracted services will also include ESL professional development services.

2.6 **Place of Performance**
Services will be provided based upon the need of ESL Services and support across the District. See attachment 4, for a list of CPS schools being serviced. The district and the provider in conjunction with hours of operation for schools will determine hours of service mutually. Dates of service will follow the CPS District yearly calendar.

2.7 **Period of Performance/Timeline**
It is the intention of the District to award to the successful vendor a contract for the term of August 1, 2020 through June 30, 2021. CPS shall have the option of extending or renewing this contract for two (2) consecutive additional terms, each with the same terms and conditions contained in the contract.

3. Award Information

3.1 Shall Respondent be awarded the RFP:

1. Respondent acknowledges and agrees to the requirements in any and all Exhibits, Attachments, and Policies to this RFP. If there are any Exhibits, Attachments, and Policies that Respondent is not willing to comply with or does not have the capability to accept or agree to, please address in the response to this RFP. Failure to specify any concerns, disagreements, and/or issues with any and all Exhibits, Attachments, and Policies to this RFP shall be deemed as an acceptance of the Exhibits, Attachments, and Policies by Respondent.

2. District Policies; Respondent acknowledges and agrees to the District policies, which may be found online at: https://community.cps-k12.org/sites/boardpolicies/default.aspx

3. Invoicing; Respondent acknowledges and agrees to submit invoices no later than sixty (60) days after completion of Services. If Services are provided in separate milestones and/or Deliverables, Respondent agrees to submit invoices no later than sixty (60) days after completion of each milestone and/or Deliverable. Payment terms are Net 30 after receipt of a valid and verifiable invoice. CPS reserves the right to conduct a Supplier Performance Review if Invoices are submitted more than sixty (60) days after completion of Services.

4. Background Checks; Respondent will be required to conduct criminal background checks on all employees who will be working on school property and will not permit any employee to enter the premises of CPS who has been convicted of any offense listed in Ohio Revised Code §3319.39(B)(1). Respondent must provide written certification that no employee who enters CPS property has been convicted of, or pled guilty to, an offense listed in Ohio Revised Code §3319.39. All employees who work directly with students must provide a background check.

5. Insurance; Respondent shall provide the following minimum insurance coverage: (1) Worker’s compensation coverage. (2) Employers Liability insurance with minimum limits of $500,000 per occurrence applying separately to each of the three insuring agreements associated with this coverage. A waiver of subrogation in favor the CPS must be provided. (3) Automobile Liability Insurance – including coverage for all owned, non-owned, and hired vehicles with a combined single limit of not less than $1,000,000 per occurrence. (4) Commercial General Liability Insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate. Said
coverage must include premises operations and products/completed operations. (5) Excess or umbrella liability policy(ies) with a combined single limit of at least $1,000,000 per occurrence in excess of the limits of the Employers Liability, Automobile Liability and General Liability specified above.

6. Respondent’s Responsibilities; (1) Licenses: Respondent shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Respondent. (2) Performance Interference: Respondent shall notify the School District immediately of any occurrence of conditions that interfere with the full performance of the contract, and confirm it in writing within twenty-four (24) hours. (3) Standard of Quality: Respondent shall at all times maintain on the job a sufficient force of personnel and support to provide efficiency in all work. The work shall be carried on to interfere as little as possible with the normal conduct of school activities and every reasonable care shall be taken to protect the safety of the students, school staff and other employees, as well as any school district property.

7. All District grounds are smoke free and alcohol free.

8. Availability of Funds; any contract award associated with this RFP is contingent upon the availability of funding to CPS. If Funds for the continued fulfillment are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then CPS will have the right to terminate the contract at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. CPS will provide at least thirty (30) days advance written notice of such termination and will use reasonable efforts to ensure appropriated funds are available.

9. Purchase Order; CPS shall generate a purchase order(s) to the successful Respondent. The successful Respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent to the District. The Respondent understands and agrees that the Purchase Order/Contract requires the approval of the Board of Education and/or the CPS Treasurer each school year. Without such approval, the Contract is null and void.

10. Should Respondent receive an award from CPS, Respondent acknowledges and agrees to the terms and conditions in Attachment 2, CPS’ Terms and Conditions. If there, are any terms and conditions that Respondent is not willing or unable to comply with or does not have the capability to accept or agree to, please address in the response to this RFP.

12. Respondent acknowledges and agrees to the conditions in Exhibit B, Provisional Contractor Employment Goals.


14. Respondent acknowledges that CPS is subject to the Ohio Public Records Act.

15. Respondent shall be responsible for identifying its employees who are participants in the School Employees Retirement System ("SERS") and/or School Teachers Retirement System ("STRS"). Respondent shall be responsible for withholding and paying all SERS/STRS contributions, including both the employees and employers’ contributions, and all surcharges.
WHEREAS, the Board of Education of Cincinnati Public Schools desires to provide all citizens or lawfully admitted permanent residents equal and fair opportunities to participate on a level playing field in employment and development opportunities sponsored by the Cincinnati Public Schools, including the Facilities Master Plan to rebuild or renovate all schools over the next ten years; and

WHEREAS, discrimination based on race, color, gender, national origin, and other factors as referenced in “Equal Employment Opportunity and Affirmative Action Policy” (4001) is prohibited by various federal and state laws, and by policy of the Cincinnati Public Schools Board of Education; and

WHEREAS, Cincinnati Public Schools recognizes its obligation concerning its employment and contracting practices, and the employment and contracting practices of its contractors and their subcontractors, to ensure that applicants, employees, bidders, and contractors are not discriminated against on the basis of race, color, gender, national origin, and other factors; and

WHEREAS, Cincinnati Public Schools wishes to ensure that its contractors and their subcontractors recruit, train, hire and promote all personnel in an equitable fashion and that economically disadvantaged and small business enterprises are afforded an equitable opportunity to share in all forms of contract opportunities;

NOW THEREFORE BE IT RESOLVED, That Cincinnati Public Schools shall encourage all of its contractors and their subcontractors to embrace goals shown in Exhibit A, to take affirmative action to achieve and maintain levels of minority and female employment, reasonably attainable by means of applying good faith efforts, subject to administrative updates annually or more frequently based on factual availability determinations; and

FURTHER BE IT RESOLVED, That Cincinnati Public Schools shall assure that economically disadvantaged and small business enterprises have the maximum practicable opportunity to participate in construction contracting opportunities by establishing provisional benchmarks for their participation, as shown in Exhibit B, reasonably attainable by means of applying good faith efforts, subject to
administrative updates annually or more frequently based on factual availability determinations and that every effort will be made to attain the highest percentage of the ranges; and

FURTHER BE IT RESOLVED, That Cincinnati Public Schools shall utilize relevant and factual data to determine the availability of economically disadvantaged and small business enterprises and minority and female employees in our relevant geographic area versus our utilization levels; and

BE IT FINALLY RESOLVED, That the Cincinnati Board of Education directs the Superintendent and the Treasurer, in conjunction with the Supplier Diversity Office, to administer the implementation of this resolution in accordance with the Cincinnati Public Schools’ Equal Opportunity Program.
Exhibit B

To the Cincinnati Public Schools
Resolution on Equal and Fair Opportunity
In Contract Employment and Business Opportunities

Provisional Contractor Employment Goals
for Minorities and Women*

<table>
<thead>
<tr>
<th>Trade</th>
<th>Goal</th>
</tr>
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<tbody>
<tr>
<td>All Construction Trades</td>
<td>20 percent, based on Board Resolution April 28, 2003 to be reasonably attained by means of applying good faith efforts.</td>
</tr>
<tr>
<td>All Other Occupations</td>
<td>Targets, to be determined by CPS administration, reasonably attainable by means of applying good faith efforts.</td>
</tr>
</tbody>
</table>

*Note: The Cincinnati Public Schools will update the above goals periodically, based on factual availability determinations. These employment goals will be used as a partial basis in determining Bidder’s responsibility, except that the failure of Bidder to comply with this requirement shall not be the sole basis of the rejection of a Bidder as not responsible.

Construction trade categories include the following: Asbestos workers, boilermakers, carpenters, elevator construction, floor layers, glaziers, lathers, marble, tile & terrazzo workers & helpers, millwrights, operating engineers, painters, pipe fitters, plasterers, plumbers, sheet metal workers, other trades.
To the Cincinnati Public Schools
Resolution on Equal and Fair Opportunity
In Contract Employment and Business Opportunities

Provisional Annual Contract Benchmarks in Construction for Economically Disadvantaged and Small Business Enterprises

<table>
<thead>
<tr>
<th>Business Category</th>
<th>Goal/Benchmark Ranges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td></td>
</tr>
<tr>
<td>Economically Disadvantaged and Small Business Enterprise</td>
<td>25-30 percent</td>
</tr>
<tr>
<td>Construction</td>
<td></td>
</tr>
<tr>
<td>Minority Business Enterprises</td>
<td>20-25 percent</td>
</tr>
<tr>
<td>Construction</td>
<td></td>
</tr>
<tr>
<td>Women Business Enterprises</td>
<td>4-9 percent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Category</th>
<th>Contracts Valued</th>
<th>Contracts Valued</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Less Than $25K</td>
<td>More than $25K</td>
</tr>
<tr>
<td>Professional Services</td>
<td>50%</td>
<td>30%</td>
</tr>
<tr>
<td>Goods and Services</td>
<td>50%</td>
<td>30%</td>
</tr>
<tr>
<td>Nonprofessional Services</td>
<td>50%</td>
<td>30%</td>
</tr>
</tbody>
</table>

The Cincinnati Public Schools will update the above goals periodically, based on factual availability determinations.

Note: CPS relies on the SBA definition of socially and economically disadvantaged business. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. Please see 13 CFR 124,103 for further definition.
Note: CPS will attempt to achieve these goals at both the prime and subcontractor level. CPS will utilize good faith efforts to evaluate the activity of CPS procurement agents and prime contractors. Evidence of good faith efforts is outlined below:

A. The purchasing agent or contractor has attended any pre-bid conference, which was scheduled for this project.

B. The purchasing agent or contractor selected portions of the work which are commercially feasible and which reasonably could be expected to be performed by SMWBs in order to increase the likelihood of meeting the SMWB goals, (i.e., breaking contracts into economically feasible units to facilitate SMWB participation).

C. The purchasing agent or contractor has advertised in general circulation, trade associations, and minority and women owned business-focused media concerning the prime and subcontracting opportunities.

D. The purchasing agent or contractor provided written, timely notice to a reasonable number of identified SMWBs that their interest in this contract was being solicited.

E. The purchasing agent or contractor provided interested SMWBs with adequate information about plans, specifications and requirements of the contract opportunity in a timely manner.

F. The purchasing agent or contractor has followed up the initial solicitations of interest by contacting SMWBs to determine with certainty whether the SMWBs were interested in providing a quote, bid or proposal, to associate with contractor either as a joint venture partner or similar business associations, sub-consultant or subcontractor to provide goods and services needed by Cincinnati Public Schools.

G. The purchasing agent or contractor negotiated in good faith with interested SMWBs and did not reject SMWBs as unqualified without sound reasons, based on thorough exploration of SMWB capabilities.

H. The purchasing agent or contractor made efforts to assist interested SMWBs in obtaining bonding, lines of credit, or insurance required by Cincinnati Public Schools or the contractor.

I. The purchasing agent or contractor has effectively used the services of the available minority and women’s community organizations; SMWB contractors’ groups; local, state, and federal
MFBI assistance offices; and other organizations that provide assistance in recruitment and placement of SMWBs.

J. The purchasing agent or contractor has effectively used the services of SMWBs in the past.