Request for Proposal ("RFP")
Substitute Nursing and Paraprofessional Services

Post Date: Wednesday, July 1, 2020
Responses Due: July 17, 2020

RFP Number (#) 2020NSP002

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.

1.1 Schedule
A. 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 bidders 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>07/1/2020</td>
<td></td>
<td>Post the RFP on the Cincinnati Public Schools’ Website</td>
</tr>
<tr>
<td>07/7/2020</td>
<td>4:00 PM</td>
<td>Deadline for submission of bidder’s questions. Questions must be submitted via email to Margaret Hall at <a href="mailto:HallMar@cpsboe.k12.oh.us">HallMar@cpsboe.k12.oh.us</a>. (Questions will not be addressed over the phone)</td>
</tr>
<tr>
<td>07/9/2020</td>
<td></td>
<td>Response Posted to Bidder’s questions to the Cincinnati Public Schools’ website</td>
</tr>
<tr>
<td>07/17/2020</td>
<td>12 Noon</td>
<td>RFP response submission deadline. (This RFP will not be read at a public opening)</td>
</tr>
<tr>
<td>08/3/2020</td>
<td></td>
<td>On or about RFP Award and Notification</td>
</tr>
<tr>
<td>Award of vendor contract</td>
<td></td>
<td>Board meeting following the notice of intend to award</td>
</tr>
<tr>
<td>08/4/2020</td>
<td></td>
<td>Contract effective Month date, year</td>
</tr>
</tbody>
</table>

1.2 RFP Attachments
A. Attachment 1; Supplier Information
B. Attachment 2; Terms and Conditions
C. Attachment 3; School List
D. Attachment 4; Price Sheet
1.3 **RFP Questions**  
A. Questions or request for clarification of this Request for Proposal must be submitted in writing no later than Tuesday, July 7, 2020 to HallMar@cpsboe.k12.oh.us. No further inquiries for RFP clarification will be accepted. Responses to questions will be published on CPS’ website by Thursday, July 9, 2020. CPS reserves the right to decline to response to any question.

1.4 **RFP Addenda**  
A. 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**  
A. CPS reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any formalities.

B. 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.

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

D. 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 supplier 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.

E. If Supplier has operations (production, sales, administrative) physically located within the CPS district boundaries, the supplier 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. Supplier shall use its best efforts to use such Business Enterprises.
F. All proposals and all supporting documentation submitted with the proposals shall become the property of CPS and will not be returned.

G. All proposals and supporting proposal documents become public information after award or rejection of all proposals and are available for inspection by the general public.

H. Responses to this RFP may be incorporated into the resulting contract at the discretion of CPS.

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

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

K. This RFP may be awarded to a single supplier or multiple suppliers in order to meet the service requirements of this RFP.

1.6 Proposal Evaluation

A. 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>55%</td>
<td>Price</td>
</tr>
<tr>
<td>30%</td>
<td>Ability to satisfy the requirements of the RFP</td>
</tr>
<tr>
<td>10%</td>
<td>Local Business Enterprise Initiative participation (per Board Policy 6320.03 and 6320.01*)</td>
</tr>
<tr>
<td>5%</td>
<td>Small Business Enterprise</td>
</tr>
</tbody>
</table>

1.7 RFP Responses

A. To submit and upload your bid response, enter this link in your internet browser or click here: [https://cpssftp.exavault.com/share/view/21t54-eqt6wjq0](https://cpssftp.exavault.com/share/view/21t54-eqt6wjq0), enter your email address and the password “bidding”. In the Subject Line, enter your Supplier Name and RFP# 2020NSP002. **IMPORTANT**: Your company name MUST be included in each file name.

B. CPS requires a uniform proposal format to make our 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.
C. 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 90 days from the proposal due date.

D. 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 Background
A. CPS is seeking proposals from highly qualified and capable Supplier to provide substitute nursing and paraprofessional services for students with disabilities. It is the intent of this solicitation to identify Suppliers who can provide intermittent, temporary or substitute nurses and/or paraprofessionals to cover employee absences or vacancies.

2.2 Scope
A. The scope of the project consists of providing services to students with disabilities on a short-term basis across sixty-five (65) schools during the specified hours as per mutual agreement between parties (e.g. bus rides).

2.3 Tasks
A. The supplier will provide services related to the care and management of students with disabilities who require specialized medical care and/or one-on-one paraprofessional support. Duties may include but not limited to assisting students with Nursing needs (certified staff only), transfers, positioning, behavior management, redirection, ADLs, and other items as outlined on the students IEP. Temporary personnel will be expected to work under the guidance of the classroom teacher and/or other identified staff within the school building.

2.4 Deliverables
A. The supplier will begin providing services on the first day of the school year and continue to deliver services until the last day of school.

B. All assigned Nursing staff must have current CPR and First Aid training.
C. The supplier will ensure staff assigned to a CPS location follows all school system policies and procedures.

D. The assigned staffing will provide a Time-Log at each CPS location to present to a CPS staff designee daily for signature verification.

E. The supplier will submit an itemized invoice for services rendered on a monthly basis. All invoices submitted for payment must be accompanied by a signed copy of the Service Time-Log for applicable days.

F. Conduct criminal background checks for all personnel prior to being assigned at a CPS location, and present to CPS on request.

G. Comply with laws, rules or regulations applicable to providers of staffing services.

H. The supplier must be able to supply staff as needed by the district, including filling last minute request and vacancies that arise with less than 2-hours’ notice.

2.5 Place of Performance
A. Services will be provided, based upon the need of the students with disabilities, across district schools, see Attachment 3 for a complete list of CPS schools.

2.6 Period of Performance/Timeline
A. It is the intention of the District to award to the successful supplier(s) a contract for the term of August 4, 2020 through June 30, 2022. CPS shall have the option of extending or renewing this contract for two (2) - one (1) year additional terms, each with the same terms and conditions as contained in the contract. Additional terms are contingent upon the supplier’s ability to successfully complete the expectations and deliverables each year.

2.7 Permits and Applicable Laws
A. Supplier and Supplier’s staff shall at their own expense obtain all necessary permits, certifications, and licenses and shall comply with all applicable local, state, and federal laws, ordinances, rules, and regulations necessary to fulfill Nursing Services requirements.

B. Supplier and Supplier’s staff shall maintain all such permits, licenses, certifications, and compliances in a current status throughout the course of the contract.
C. Supplier shall submit copies of permits, licenses, and certifications evidencing proof of the aforementioned immediately upon request of CPS.

D. Supplier and Supplier’s staff shall be in compliance with permits, certifications, and licenses with the State of Ohio as applicable.

2.8 Business License
   A. Supplier shall submit upon request from CPS, a copy of their valid company business license. If the Supplier is an Ohio corporation, submit a valid county or city business license.

   B. If the Supplier is not an Ohio corporation, then submit a certificate of authority to transact business in the state of Ohio.

   C. If the Supplier holds a professional certification which is licensed by the state of Ohio, submit a copy of the valid professional license.

   D. Any license held at the time of this RFP submission shall be maintained for the duration of the contract.

2.9 Pricing
   A. The supplier shall provide a firm, fixed hourly rate for Registered Nurses, Licensed Practical Nurses, and Paraprofessionals.

3. Award Information

3.1 Shall Respondent be awarded the RFP:
   A. 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.

   B. District Policies; Respondent acknowledges and agrees to the District policies, which may be found online at:

       https://go.boarddocs.com/oh/cps/Board.nsf/Public?open&id=policies
C. 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.

D. 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.

E. 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.

F. 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.

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

H. 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.

I. 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.

J. Should Respondent receive an award from CPS, Respondent acknowledges and agrees to the terms and conditions in Attachment 2. 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.

K. Respondent acknowledges and agrees to the conditions in Exhibit A, Resolution on Equal and Fair Opportunity in Contract Employment and Business Opportunities.

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

M. Respondent acknowledges and agrees to the conditions in Exhibit C, Provisional Annual Contract Benchmarks in Construction for Economically Disadvantaged and Small Business Enterprises.

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

P. By submitting this RFP, the Respondent certifies that the proposing company and/or its principals have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the Respondent complies with all applicable orders, rules and regulations related thereto.

Q. Further, by submitting this RFP, the Respondent certifies that all lower tier participating individuals and/or company(s) and all respective principals of lower tier participants have not been suspended, excluded, disqualified, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction by any federal or state department or agency and that the Respondent complies with all applicable orders, rules and regulations related thereto.
Exhibit A

RESOLUTION ON EQUAL AND FAIR OPPORTUNITY
IN CONTRACT EMPLOYMENT AND BUSINESS OPPORTUNITIES
Revised June 28, 2004

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>
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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>
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</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.
Exhibit C
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>25-30 percent</td>
</tr>
<tr>
<td>Economically Disadvantaged and Small Business Enterprise</td>
<td>20-25 percent</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 Less Than $25K</th>
<th>Contracts Valued More than $25K</th>
</tr>
</thead>
<tbody>
<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.