



SPECIFICATIONS, INSTRUCTIONS AND PROPOSAL SHEETS

FOR

REQUEST FOR PROPOSAL #21235

Providing a School Nutrition Management Software Solution

FOR THE
CLEVELAND MUNICIPAL SCHOOL DISTRICT

DBA: CLEVELAND METROPOLITAN SCHOOL DISTRICT
BOARD OF EDUCATION, 1111 SUPERIOR AVENUE E, SUITE 1800
CLEVELAND, OHIO 44114

UNDER THE DIRECTION OF FOOD & CHILD NUTRITION SERVICES DEPARTMENT FOR THE BOARD OF
EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT CUYAHOGA COUNTY, OHIO

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Section I: Notice of Request for Proposal #21235

Separate Sealed proposals for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on December 4, 2017**. This RFP will not be publicly opened.

Providing a School Nutrition Management Software Solution

Copies of Instructions to Proposers, Specifications, and Drawings may be obtained directly from the District's Webpage. Go to clevelandmetroschools.org/purchasing and click on the RFP number. If you require assistance, please email linda.r.jones@clevelandmetroschools.org or **(216) 838-0413**.

There will be a pre-proposal conference for this RFP on **November 17, 2017 at 2:00 p.m. – 4:00 p.m.** The pre-proposal conference will be held at CMSD East Professional Center, 1349 East 79th Street, Cleveland, Ohio 44103 (Room 314). Attendance is not mandatory but encouraged.

All questions and correspondence related to this RFP must be submitted in writing **ONLY** by **12:00 pm on November 21, 2017** at the email address given above. All questions and concerns with corresponding answers will be sent to every prospective vendor and posted at clevelandmetroschools.org/purchasing. Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than **November 27, 2017**.

No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.

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

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

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

M. Angela Foraker
Executive Director of Purchasing
November 7, 2017

Part I: Required Purchasing Division Documents and Instructions

Section II: Instructions to Proposers

Providing a School Nutrition Management Software Solution

1. All proposals shall be made upon the proposal Form (s) furnished. All information requested in the RFP must be filled in legibly and complete with blue ink signatures, or the Proposal may be considered non-responsive. No oral, telephonic, or telegraphic proposals or modifications will be considered. **Proposals shall be submitted in an opaque envelope, and the RFP name and number must be on the outside envelope of submittals including shipping labels.**
2. Proposals are due at the Cashier's Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Cleveland, Ohio 44114, before **1:00 pm. current local time on December 4, 2017**. Proposals will not be opened publicly.
3. All submissions must include **one (1) original, with blue ink signatures, two (2) paper copies of the proposal, and one (1) electronic copy of the proposal on a flash drive.** Vendors who do not comply with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Proposal will be disqualified. This applies to copies only.

Proposals that are submitted must include:

- a. Completed Proposal Form(s) including evidence of State certification to perform the work required.
- b. Signed Acknowledgement for Instructions to Proposers
- c. Signed and notarized Proposer's Qualification Form.
- d. Completed Addendum Acknowledgement Form acknowledging all addenda issued (if applicable).
- e. Signed Conflict of Interest Form.
- f. Completed and notarized Non-Collusion Affidavit.
- g. Completed and notarized EOA Compliance Declaration documents.
- h. Completed and notarized Diversity Business Enterprise Participation Forms.
- i. Completed addendum acknowledgement form acknowledging all addenda issued (if applicable).

- j. Properly executed Affidavit and/or Company Board of Directors Resolution authorizing certain person(s) to sign legal documents such as the Proposal Form, Proposer's Qualification Form, etc.

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

4. No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.
5. The Cleveland Metropolitan School District reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional proposals.
6. Proposer understands and agrees that subsequent to submission of the proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the proposer.
7. Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.
8. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
9. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
10. Proposer further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the RFP.
11. Proposer must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.
12. Proposer shall not include Ohio Sales tax in the price quoted. The Cleveland Metropolitan School District will provide a tax exempt certificate to the proposer upon request.
13. **SECURITY:** Vendor's workmen, foremen, other personnel, and subcontractors who will be working on District property will be required to meet Cleveland Metropolitan School District security requirements. Vendor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off the project and without prejudice or recourse to CMSD.
 - Vendor agrees to successfully complete background checks on all of its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this Agreement on CMSD premises where such

person has been convicted of, or pleaded guilty to, any criminal offense enumerated in O.R.C. 3319.39(B) or equivalent provisions under the laws of another state or the Federal Government.

14. **INSURANCE:** The successful company, their subcontractors and suppliers of labor and/or materials for this project on behalf of the Cleveland Metropolitan School District, including organizations having personnel, equipment, and vehicles on District property, shall provide evidence of insurance as follows:

- a. **Commercial General Liability:** Including limited contractual liability
\$1,000,000.00 Limit of Liability
(Per occurrence)
- b. **Automobile Liability:** Including non-owned and hired
\$1,000,000.00 Limit of Liability
(per occurrence)
- c. **Workers Compensation:** Workers compensation and
employer's insurance to the full extent
as required by applicable Law
- d. **Professional Liability:** Per occurrence/in the aggregate
\$1,000,000.00/ \$3,000,000.00

This requirement must be fulfilled by the successful vendor providing the Purchasing Office of the CMSD with a current Certificate of Insurance (standard ACORD form), showing the Board of Education of the Cleveland Municipal School District as an additional insured (Certificate Holder does not constitute being an additional insured), within five (5) days of Notice of Intent to Award Agreement. The certificates of insurance shall contain a provision that the policy or policies will not be canceled without thirty (30) days' prior written notice to the District.

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

The School District is not liable for vandalism which results in damage(s) to the property or vehicles of the Vendor. The school District will not reimburse for private insurance deductibles for such vandalism.

Vandalism damage is defined as damage resulting from criminal conduct for which an individual may (but not necessarily be processed under the Ohio Revised Code.

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

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

Vendors shall refer to Section V of this RFP for further information and requirements on the District's diversity goals.

The diversity business goal for this RFP is: 15% for Services

16. **REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFP must be directed to: Linda Jones, email: linda.r.jones@clevelandmetroschools.org. Answers to any questions shall be in writing and shall be sent to all firms who are on record with the District as having received a copy of this RFP. It is therefore imperative that firms provide full and accurate contact information to the District. The name of the party submitting the question will not be identified in the answers. Firms considering responding to this RFP are strictly prohibited from communicating with any member of District's staff or other districts and representatives of the Owner except as set forth in this section.
17. **EVALUATION CRITERIA.** Evaluation of the proposal will be based upon several factors including, but not limited to: competence to perform the required services as indicated by the training, education and experience of the firm's personnel, especially the training, education and experience of the employees who would be assigned to perform the services; ability in terms of workload and availability of qualified personnel, equipment and facilities to perform the required services competently and expeditiously; past performance as reflected by the evaluations of previous clients with respect to factors such as control of costs, quality of work and meeting of deadlines; and other similar factors. The District is not required to select the firm that submits the lowest cost proposal for providing the services. In the event the District is unable to negotiate a satisfactory contract with the selected firm, the District may terminate negotiations with that firm and enter into negotiations with another firm submitting that submitted a proposal.
18. The Vendor authorizes the District and its representatives to contact the owners and professionals on projects on which the Vendor has worked, and Vendor authorizes such owners and professionals to provide the District with a candid evaluation of the Vendor's performance. By submitting its proposal, the Vendor agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or professional or the employees of any of them as a result of or related to such candid evaluation, the Vendor will indemnify and hold harmless such owners and professionals and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and professionals, and the employees of each of them.

Section II: Addendum Acknowledgement Form for RFP# 21235

Having read and examined the Request for Proposal Documents, including the specifications, prepared by the Cleveland Metropolitan School District for the above-referenced Project, and the following Addenda:

Addendum Number

Date of Receipt

Proposer: _____

The undersigned Vendor proposes to perform all work for the applicable contract, in accordance with the contract document for the proposed sums.

Signature: _____ Date: _____

Section II: Acknowledgement

(Name of Company)

Hereby acknowledges receipt of this Request for proposal and the reading of these Instructions to Proposers. We further agree that if awarded the contract, we will submit the required Performance Bond and Insurance Certificate within five (5) days of written notification that the District has adopted a resolution authorizing the encumbrance of funds for the project. We understand, however, that a formal written contract, similar to the one contained in the RFP Package, will need to be executed and purchase order issued by the District before we have any vested contractual rights. Wherever, we agree to commence the work as required herein and timely complete the project pursuant to the Specifications by the date stated in the Notice to Proceed.

By: _____
(Name and Title)

Date: _____

Section II: Vendor Request Form

VENDOR INFORMATION

VENDOR NUMBER
(IF APPLICABLE) _____
VENDOR NAME _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NO. _____ FAX NO _____
Area Code Number Area Code Number

E-MAIL ADDRESS _____
PRIMARY CONTACT PERSON _____

REMIT TO (IF DIFFERENT FROM ABOVE)

VENDOR NAME _____
ADDRESS LINE 1 _____
ADDRESS LINE 2 _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NO. _____ FAX NO _____
(Area Code) Number (Area Code) Number

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

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

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS ENTERPRISE: YES NO

MINORITY BUSINESS ENTERPRISE:

FEMALE BUSINESS ENTERPRISE:

Section II: No Proposal Form
RFP #21235

This form must be completed only if vendor is not submitting a proposal

To all prospective bidders/proposers:

Each company or person receiving this package has at some point in time requested to be placed on the proposal list of the Cleveland Metropolitan School District for this product and/or service.

It is the intent of the District to update this list subsequent to the contract cycle. Please note the following and take action accordingly.

If you are making a bid/proposal this cycle, disregard the remainder of this letter. Your name will remain on the active proposer list.

_____ (1) If you are not making a bid/proposal this cycle, but want to remain on the active proposer's list for the future RFPs, place a check mark in the box to the left. Complete the name and address section below and return this letter to Purchasing at the address below.

_____ (2) If you do not wish to remain on the active proposer's list, place a check mark to the left. Complete the name and address section below and return this letter to Purchasing at the address below.

Name of Company: _____

Company Representative: _____

Address: _____

City, State: _____ Zip Code: _____

Telephone Number: _____

Fax Number: _____

Date: _____

Section II: Certificate of Debarment



Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Section II: Certificate of Debarment Pg. 2

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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Section II: Conflict of Interest Form

Statement of Potential Conflicts of Interest

Vendor Name:	Primary Contact:
Address 1:	Telephone #:
Address 2:	Fax #:
City:	Email:
State, Zip:	Website:

Cleveland Metropolitan School District (CMSD) adheres to Ohio Ethics Law and strictly follows the opinion of the Ohio Ethics Commission. As such, each vendor is requested to submit this statement declaring any potential conflicts of interest in doing business with the District. Please answer the following two questions providing all requested information.

1. Are any current Cleveland Metropolitan School District (CMSD) employees, Cleveland Board of Education members, or any of their immediate family members, also members of the vendor's board of directors, hold any officer position with the vendor, or own any shares of any stock issued by the vendor?

Yes_____ No_____

If **Yes**, and if the CMSD employee, CMSD board member, or immediately family member is a member of the vendor's board of directors or holds an office with the vendor, please state the person's name and position with the vendor.

Name:_____

Position:_____

If **Yes**, and if the CMSD employee, CMSD board member, or immediate family member owns share of any stock in the vendor organization or company, state the percentage of all outstanding company shares owned by the CMSD employee or board member.

_____%

2. Are any current CMSD employees, CMSD board members, or any immediate family members also employees of the vendor?

Yes_____ No_____

If **Yes**, please state the person's name and provide a description of their job duties for the provider:

Name:_____

Job Duties: _____

If **Yes**, please describe the contact that the vendor will have with the CMSD employee or CMSD board member in the course of providing services to the District:

CERTIFICATION

I do hereby certify that the foregoing statements are true and accurate, and that my signature below attests to the authenticity of my identity as the person actually signing this form. This document is not a contract. In order for a binding Agreement to exist, a signed Agreement will be required prior to any legally binding commitment by the District.

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

_____, and answers to all the
(organization)
foregoing questions and all statements therein contained are true and correct.

(signature)

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

Notary Public: _____

My commission expires: _____

Section III: Proposer Qualifications Form

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

PROPOSER NAME: _____

ADDRESS: _____

CITY; STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

1. What type of organization? (i.e. corporation, partnership, etc.)

2. How many years has your organization been in business?

3. How many years has your organization been in business under its current name?

4. List any other aliases your organization has utilized in the last two years and the form of Business

5. If you are currently a corporation, list the following:
 - a. State of incorporation

 - b. Date of incorporation

 - c. President's name

 - d. Secretary's name

 - e. Treasurer's name

- f. Statutory agent's name
 - g. Name of shareholders, if less than 10
 - h. Principal place of doing business
6. If you are currently in a partnership, list the following:
- a. Name and address of all general and limited partners.
 - b. Original name and date of organization's inception
7. If you are neither a corporation nor a partnership, please describe your organization and list principals.
8. Are you legally qualified to do business in the State of Ohio?
9. Are you legally qualified to do business in Cuyahoga County and licensed by the City of Cleveland?
10. Has your organization ever been (i) declared by a customer to be in default under a contractor and/or (ii) sued by a customer for failure to completely a contract or properly perform services in a timely manner? If yes, please state where, when, and why.
11. Has your organization ever been cited by a local, county, state, or federal authority for violation of a regulation or statute or failing to timely complete a contract in accordance with specifications? If yes, please state date, agency, and final disposition.
12. Has your organization ever filed for bankruptcy? If yes, please state where, when and why?
13. On a separate sheet, list the major customers for whom your organization has provided this type of equipment or service in the past five years. Include owner's name and type of work performed.

14. Has your organization ever been sued by a supplier for failure to timely pay for materials or equipment provided? If yes, please provide details.

15. What is the dollar limit of your firm's General (CLS) Liability Insurance?

Name of insuring company: _____

Policy number: _____

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

Owned vehicles _____

Non-Owned vehicles _____

Name of insuring company _____

Policy number _____

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

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

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

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

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

Notarized Statement

_____ being duly sworn and deposes says

that he/she is the _____ of
(title)

_____, and answers to all the
(organization)
foregoing questions and all statements therein contained are true and correct.

(signature)

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

Notary Public: _____

My commission expires: _____

Sample: State Of Ohio Insurance

S A M P L E

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

As Superintendent of Insurance of the State of Ohio, I

do hereby certify that _____

a corporation located at _____

in the State of _____

with the laws of this state applicable to it, and is

authorized to transact in this state its appropriate

business of insurance as prescribed under Section 3941.02.

of Ohio, including Fidelity Insurance.

From _____ 20____, until _____

In witness whereof, I have hereunto
subscribed my name and caused my
seal to be affixed at Columbus, Ohio
this day and date.

Superintendent of Insurance of Ohio

Section IV: Non-Collusion Affidavit

This Affidavit must be executed and shall accompany the proposal in order for the proposal to be considered.

**NON-COLLUSION AFFIDAVIT
State of Ohio, Cuyahoga County**

_____, being first duly sworn, deposes and says that

he/she is _____ of _____

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

Affiant

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

Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____

Section V: Diversity Business Enterprise Participation Forms

Part I: The District's DBE Program

PROGRAM OVERVIEW

It is the goal of the Diversity Business Enterprise (DBE) program to ensure the firms owned and/or controlled by minorities and women have the opportunity to compete for any expenditure of funds including but not limited to contracts, lease purchase, requisitions, and all forms of equipment, work services, materials, construction, etc.

The DBE program shall make every good faith effort to ensure that certified DBE's in the relevant Cleveland Municipal School District geographic market have the maximum opportunity to proposal for contracts. The Cleveland Municipal School District geographic market is Cuyahoga, Summit, Lake, and Lorain counties.

The District has established goals for DBE participation in all contracts that it awards. The goals range from 15 to 30 percent and vary by the type of contract awarded:

- 15% Service Contracts
- 20% Goods and Supplies
- 30% Maintenance/Construction Repair

A Diversity Business Enterprise encompasses Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs)

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

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

A company may be in compliance with the District's DBE program although the applicable numerical goal is not met if a company makes a good faith commitment to comply with DBE regulations. The Purchasing Director determines whether a company has made a good faith commitment.

DBE requirements under certain circumstances can be waived by the district with convincing proof of good faith efforts.

TERMS AND CONDITIONS OF NOTICE AND REQUIREMENTS TO ENSURE DIVERSITY BUSINESS ENTERPRISE (DBE) OPPORTUNITY

Definition of DBE: A Diversity Business Enterprise (DBE)

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

1. “Socially diverse individuals” means individuals who have been subjected to racial or ethnic prejudice or culture bias because of their identity as a member of a group without regard to their qualities as individuals.
2. “Economically diverse individuals” means socially diverse individuals whose ability to compete in the free enterprise system is impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially diverse. Individuals who certify that they are members of named groups (African Americans, Hispanic Americans or Latin Americans, Native Americans, Asian-Pacific Islander Americans, Subcontinent Asian Americans) are to be considered socially and economically diverse.

Definition of FBE: Female Business Enterprise (FBE)

“Female-owned small business concern” means a small business concern:

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

TERMS

1. DBE participation will be counted toward meeting the goals outlined in the notice as follows:
 - a. The total dollar value of a correct contract or subcontractor indirect subcontract awarded toward a certified DBE will be counted toward the applicable goal.
 - b. In the case of a joint venture, certified by the Cleveland Municipal School District, the portion of the total dollar value of the contract equal to the percentage of the ownership and control of the DBE partner in the joint vendor will be counted toward the applicable goal. (PLEASE RETURN DBE FORM E)

- c. Only expenditures to DBE that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.
 - d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
2. A proposer who fails or refuses to complete and return this Notice may be deemed a non-responsive proposer.
3. The contractor's goals as set forth in this Notice shall express the contractor's commitment to the percentage of DBE utilization during the term of this contract. The contract shall be deemed to have met its commitment for DBE utilization if the DBE utilization rate of the contractor meets the goals established by this Notice.
4. The contractor must receive the approval of the District before making substitutions for any subcontractors listed in the Notice. Substitution of DBE is not allowed unless the contractor receives District approval.
5. The contractor's commitment to a specific goal is to meet the DBE objectives and is not INTENDED and shall not be used to discriminate against any qualified company or group or companies.
6. The contractor's commitment to a specific goal for DBE utilization as required by this Notice shall constitute a commitment to make every good faith effort to meet such goal by a subcontracting to or undertaking to joint venture with DBE firms. If the contractor fails to meet the goal, it will carry the burden of furnishing sufficient documentation as part of the proposal response of its good faith efforts to justify a grant of relief from the goals set forth in this Notice. Such justification will take the forms of a detailed report which will document at least the following information:
 - a. Attendance at the pre-proposal meeting, if any, scheduled by the District to inform DBE's of Subcontracting opportunities under a given solicitation.
 - b. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids or proposals are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable.
 - c. Written notification to DBE that their interest in the contract is solicited, and follow-up contact to determine whether the DBE's were interested.
 - d. Efforts made to select portions of the proposed work to be performed by DBE in order

to increase the likelihood of achieving the stated goals.

- e. Efforts to negotiate with DBE for specific sub-proposal, including at a minimum:
 - i. The names, addresses, and telephone numbers of DBE's that were contacted.
 - ii. A description of the information provided to DBE regarding the plans and specifications for portion of the work to be performed; and
 - iii. A statement of why additional agreements with DBE were not reached.
 - iv. Completion of (Form E) if DBE's are not involved in the RFP.
 - f. Concerning each DBE the supplier/contractor contacted but rejected as unqualified, the reasons for the supplier's/contractor's conclusion.
 - g. Efforts made to help the DBE's contacted that needed assistance in obtaining required bonding, lines of credit, or insurance.
 - h. Use of the services of minority community organizations, minority contractor's groups, governmental minority business assistance offices, and other organizations that assist in the recruitment and placement of DBE's.
7. Suppliers/contractors that fail to meet DBE goals and fail to demonstrate sufficient good faith efforts are not eligible for contract awarded.
8. The District, through its Diversity Officer will review the contractor's minority business enterprise involvement efforts during performance of this contract. Such review will include, but not be limited to, contractor's quarterly statement of income from the District and what portion of said income went to the DBE enterprise(s) as evidenced by affirmation of the DBE enterprise(s) which the contractor hereby agrees to supply each quarter during the term of its contract with the District. If the contractor meets its goal or if the contractor demonstrates that every reasonable effort has been made to meet its goal, the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor shall be presume to be in compliance. Where the Diversity Officer finds that the contractor has failed to comply with the requirements of this Notice, said Diversity Officer shall inform the Purchasing Director who shall immediately notify the contractor to take corrective action. If the contractor fails or refuses to comply promptly, then the Purchasing Director, upon approval of the District, shall issue an order shopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.
9. The contractor will keep records and documents for three (3) years following performances of this

contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.

10. Proposers and contractors are bound by all requirements, terms and conditions of this Notice.

11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review

Part II: DBE Form A

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Type of Business (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

D.B.E. Participation: _____ \$ _____

F.B.E. Participation: _____ \$ _____

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ (printed) Dated: _____

Title: _____

DO NOT COMPLETE BELOW THIS LINE

___ Compliant ___ Compliance Pending ___ Non-Compliant

Compliance Date: _____

(signature, DBE Department)

(date)

Part II: DBE Form B

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

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

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

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

Proposer: _____

Date: _____

By: _____

Title: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

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

Part II: DBE Form C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

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

TO BE RETURNED WITH THE PROPOSAL

Signature of Non-DBE Prime Contractor

Date: _____

Part II: DBE Form D

DBE LETTER OF INTENT

To: _____
Non-DBE Prime or General Proposer

Project: _____

NON-DBE PRIME OR GENERAL PROPOSER

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

an individual a corporation a partnership a joint venture

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

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

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

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

Items _____
Projected Commencement Date _____
Projected Completion Date _____

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

Date

Name of DBE Firm (where applicable)

Signature of DBE (where applicable)

Signature of MBE Firm

(TO BE RETURNED WITH RFP)

Name of FBE Firm

Signature of FBE Firm

Part II: DBE Form E

DBE Unavailability Certification

I, _____,
Name Title

Of _____, certify that on _____
Date

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

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

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

Signature, Non-DBE prime Proposer Date

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

Signature, Non-DBE Prime Proposer

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

Signature, Non-DBE prime Proposer

Part II: Non-Minority Prime Affidavit For DBE

STATE OF }
COUNTY OF } SS.

AFFIDAVIT

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

Name of Firm: _____

Signature: _____

Name and Title: _____

Date: _____

STATE OF }
COUNTY OF } SS.

On this _____ day of _____ 20____, before me appeared _____

_____, to me personally known, who being duly sworn,

did execute the foregoing affidavit, and did state that they were properly authorized by _____

_____ to execute the affidavit and did so as their free act and deed.

(Seal)

Notary Public _____

Commission expires _____

Part II: DBE Form F

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

1. Name of Joint Venture: _____
2. Address of Joint Venture: _____
3. Phone Number of Joint Venture: _____
4. Identify the firms which comprise this joint venture. (The DBE partner must complete DBE Form A or have current DBE Certification)

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

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

5. Nature of Joint Venture's Business: _____

6. Provide a copy of the Joint Venture Agreement.
7. What is the percentage of DBE Ownership? DBE _____% FBE _____%
8. Ownership of Joint Venture: (This need not be completed if described in the Joint Venture agreement provided in response to question 6).
 - a. Profit and loss sharing: _____

 - b. Capital contributions, including equipment: _____

 - c. Other applicable ownership interest: _____

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

a. Financial decisions: _____

b. Management decisions, such as:

i. Estimating: _____

ii. Marketing and Sales: _____

iii. Hiring and firing of management personnel: _____

iv. Purchasing of major items or supplies: _____

c. Supervision of field operations: _____

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

Part II: Non-Minority Prime Affidavit (Joint Venture)

STATE OF OHIO

CUYAHOGA COUNTY

AFFIDAVIT

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

Name of Firm (Prime)

Name of Firm (DBE)

Signature

Signature

Name and Title

Name and Title

Date

Date

STATE OF

] COUNTY OF

]SS.

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

(Seal)

Notary Public

Commission expires

Section VI: EOA Contractual Declaration Forms

Part III: CMSD Affirmative Action Program Vendor Contract Compliance, Procedures and Guidelines

Note: Please read carefully all of the information contained in these documents.

Pursuant to the Affirmative Action Policy Adopted by the Cleveland Municipal School District, the following guidelines and procedures will be implemented to ensure that all vendors doing business with the District are in compliance with Equal Employment Opportunity Standards.

A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT

All vendors and contractors who propose to provide goods, services, supplies, and equipment through formal proposals, informal proposals, and contract term agreements are required to submit a Vendor Employment Practice Report with each Proposal. Approved status by the Vendor Employment Practice Report includes the following documents which must be completed in their entirety and returned with the proposal.

Please note, compliance approval consists of both DBE and Vendor Contract Compliance approval.

1. General Information Sheet (Form 1): Provides basic information on the vendor.

1a. SMSA/OR RECRUITMENT AREA: Indicates the relevant labor area in which your facility is located. Designate the Standard Metropolitan Statistical Area, county, or city from which the facility can draw applicants or recruit for most positions.

In making relevant labor area determinations, examine the statistics on racial, ethnic, and gender composition of the Standard Metropolitan Statistical Area, county, or city surrounding your organization, as well as other appropriate adjacent areas.

The relevant labor area should be the SMSA county or city with the highest population of minorities and women.

1b. DEFINITION: As defined by the U.S. Bureau of the Census, SMSA is: "Except in the New England States, a county or group of contiguous counties which contains at least one city of 50,000; in addition contiguous counties if they are socially and economically integrated within the central city; in the New England States towns and cities instead of counties. Each SMSA must include at least one central city."

2. **Compliance Declaration Form (Form 2)** - The Agreement indicating the vendor is in compliance with Equal Employment Opportunity requirements, will take affirmative action, and will comply with all Fair Labor Standard practices.

3. **Current Employment Data Form (Form 3)** – Current personnel data indicating employees in each job category classified by gender and race.

4. **Existing Affirmative Action Program** – If any and copies of any agreement between the vendor and the Equal Employment Opportunity Commission, Office of Federal Contract Compliance Program or court order pertaining to equal employment opportunity.

B. EVALUATION OF COMPLIANCE DATA

1. The Diversity Officer will evaluate data submitted by vendors who are recommended to receive District proposals and contracts. Vendors found in compliance with the District's Equal employment opportunity standards (Affirmative Action and DBE Program) will be placed on the approved vendor's list.
2. In the event that a vendor is found not in compliance with the District's equal employment opportunity standards, the Diversity Officer will inform the Purchasing Director of the Reason(s) and ask that the Purchasing Director not award the contract or proposal to the vendor pending compliance. The Purchasing Director or Manager of Diversity will inform the vendor of reason(s) for non-compliance. Vendors found not in compliance will be given ten (10) business days from the time of notification by the Purchasing Director or Manager of Diversity to submit an acceptable affirmative action program to the Diversity Officer.
3. If the vendor which has been found not in compliance submits an acceptable affirmative action plan to the Diversity Officer within ten (10) business days of notification, the vendor may be given conditional approval.

C. AFFIRMATIVE ACTION PLAN

1. Vendor found not in compliance with the District's equal employment opportunity standards are expected to develop and implement affirmative action programs if they expect to be eligible to successfully propose for District contracts.
2. While it is the vendor's responsibility to develop an affirmative action program which will result in equal employment opportunity for persons from all sectors of the community, the Officer in Charge of the Diversity Program may refer prospective proposers to resources which may be of assistance in developing affirmative action programs.
3. In the event that a vendor who has been awarded a District contract does not make satisfactory progress toward goals in the affirmative action program, the District will not negotiate a new contract until the vendor assures the Diversity Officer that significant progress will be made.

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

1. Vendor fails to submit completed and signed EEO documents with proposal or other requested information in a timely manner.
2. The vendor is found not to be in compliance with EEO laws, regulations and District policy, and does not have an acceptable Affirmative Action Program, or if the vendor has an acceptable Affirmative Action Program but the Diversity Officer determines the vendor has not made satisfactory progress toward goals in the plan and shows no promise of achieving the goals.
3. Any inconsistencies of misrepresentation of the facts in any of the requested information designed to portray the vendor in a more favorable position with respect to Equal Employment Opportunity

Compliance will be grounds for cancellation of the contract by the Purchasing Director upon recommendation by the Diversity Officer and confirmation by the Cleveland Municipal School District.

Form 1: Vendor Contract Compliance Form

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Standard Metropolitan Statistical Area: _____

Recruitment Area: _____

Type of Business (product or service): _____

Name of EEO Officer: _____

Signature of Owner, Partner, or Authorized Officer: _____

Name (type or print): _____

Date: _____ Title: _____

Do not complete below this line

Status of Vendor:

Compliance

Conditional Compliance

Non-Compliance

Compliance Pending

Comments: _____

Date: _____ Signature: _____

Form 2: Compliance Declaration

The following must be filled out completely:

It is the policy of _____ that equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, national origin, age, or handicap.

In support of this policy, _____ will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or handicap.

_____ will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, color, sex, national origin, age, or handicap. Such action will include, but not be limited to:

Recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

The undersigned company states that they are of current applicable requirement pertaining to Fair Labor Standards and Non-Discriminatory Practices of Federal, State, and Local Governments.

The undersigned further acknowledges that if the contract is awarded to the undersigned, that the undersigned will comply with all Fair Labor Standard Practice.

(Name of Company)

_____ Date: _____

(Signature of Company Official)

STATE OF ()
COUNTY OF ()SS.

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

It's _____, who acknowledged that they knowingly signed the aforesaid instrument, and that the same is their free act and deed duly authorized and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed seal at

_____, _____, this

day of _____, 20__.

DESCRIPTION OF JOB CATEGORIES

OFFICIALS, MANAGERS, AND SUPERVISORS

Occupations requiring administrative personnel who set District policies, exercise overall responsibility of the places, and direct individual departments or special phases of a firm's operations includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents, buyers, and kindred workers.

PROFESSIONALS

Occupations requiring either college graduation or experience of such kind and amount as to provide background. Includes: accountants and auditors, airplane pilots and editors, engineers, layers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teacher's and kindred workers.

TECHNICIANS

Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through (about) two years of post high school education, such as that which is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: drafters, engineering aides, junior engineers, mathematical aids, nurses, photographers, radio operators, scientific assistants, surveyor of technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

SALES WORKERS

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salespersons, insurance agents and brokers, real estate agents and brokers, stock bond salespersons, demonstrators, sales persons, sales clerks, and kindred workers.

OFFICE AND CLERICAL

Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual, includes: bookkeepers, cashiers, collectors (bills and account), messengers and office clerks, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators and kindred workers.

CRAFTWORKERS (SKILLED)

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the process involved in their work, exercise considerable independent judgment, and usually receive an extension period of training. Includes: the building trades hourly paid foremen who are not members of management, mechanics and repairers, skilled machine operators, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.

OPERATIVE (SEMI-SKILLED)

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require limited training.

LABORERS (UNSKILLED)

Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farmers), ground-keepers, long-shore workers, craftsperson and stevedores, lumber's and wood chippers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

SERVICE WORKERS

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other instruction, professional and personal service), barbers, and cleaners, cooks, guards, door keepers, stewards, janitors, police officers and detectives, porters, food services, and kindred workers.

APPRENTICES

Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprentice, regardless of whether the program is registered with a Federal or State agency.

Part III: Employment Data Form

Please note this data may be obtained by visual survey or post-employment record. Neither visual surveys nor post-employment records are prohibited by any federal, state or local law. All specified data is required to be filled in by District policy.

Job Categories	All EMPLOYEES			MALES					FEMALES				
	TOALS MALES & FEMALES	MALES	FEMALES	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALSKAN NATIVE	HISPANIC	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDE	AMERICAN INDIAN OR ALSKAN NATIVE	HISPANIC
OFFICIALS, MGRS & SUPERVISORS													
PROFESSIONALS													
TECHNICIANS													
SALES WORKERS													
OFFICE/CLERICAL													
CRAFTWORKERS (SKILLED)													
OPERATIONS (SEMI-SKILLED)													
LABORERS (UNSKILLED)													
SERVICE WORKERS													
APPRENTICES													
TOTAL													

Additional information (optional):

Describe any other actions taken which show that all employees are recruited, hired, or trained or promoted without regard to their race, religion, color, sex, handicap, age or national origin. Use second sheet if additional space is needed:

The undersigned certifies that they are legally authorized by the proposer to make the statements and representations contained in this report, and that they have read all of the foregoing statements and representations which are true and correct to the best of their knowledge and belief.

FIRM OR CORPORATE NAME: _____

DATE: _____

SIGNATURE: _____

TITLE: _____

**CMSD SUPPLIER CONTRACT
(DO NOT COMPLETE)**

This agreement is made on _____ day of _____ 201_, by _____ and
this _____ between

Supplier Name

Address, City, State, Zip

(“Supplier”) and **THE CLEVELAND MUNICIPAL SCHOOL DISTRICT**, 1111 Superior Ave. E. Suite 1800, Cleveland, Ohio 44114 (the “District”), and is for the purpose described below.

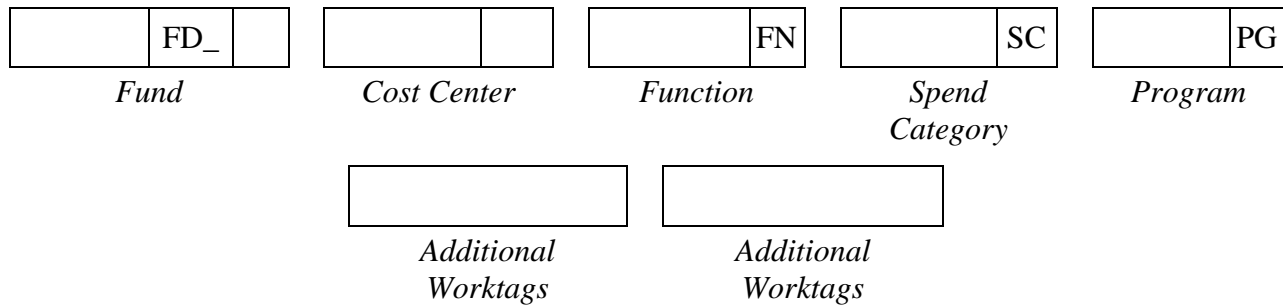
1. **CONTRACT PURPOSE.** The purpose of this contract is:

(State Purpose)

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

The District’s request for proposal, and the Supplier’s bid or proposal, are incorporated herein as if fully re-written.

2. **TERM.** This Agreement shall commence on the date executed by the second of the Parties to sign this instrument and shall terminate on acceptance of all equipment, supplies, goods, services and deliverables described above and no later than _____ *(Date)*;



6. **INDEMNIFICATION AND HOLD HARMLESS.** The Supplier shall indemnify, defend, and hold harmless the District, all of its members, officers, employees, and agents, from and against any and all liability (whether real or asserted), claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for injury or death of persons, or damage or destruction of property which may result from or arise out of the negligence or intentional misconduct of the Supplier or its employees, officers, or agents, in the course of the Supplier’s performance of this Agreement or the Supplier’s failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.

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

8. **AMENDMENT/MODIFICATION.** No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party.

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

10. **NO DAMAGES FOR DELAY.** The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Supplier as the result of any project delays, disruptions, suspensions, work stoppages, or interruptions of any kind, whether reasonable or unreasonable or whether occasioned by changes ordered in the work or otherwise caused by an act or omission of the District, its agents, employees, or representatives, or by any cause whatsoever beyond the control of the Supplier.

11. **FINDINGS FOR RECOVERY/ DEBARMENT OR SUSPENSION.** [ATTACH CERTIFICATION FROM AUDITOR OF STATE'S WEBSITE AND FEDERAL SYSTEM FOR AWARD MANAGEMENT (SAM) WEBSITE]

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

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

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

12. **CRIMINAL BACKGROUND CHECK.** Supplier agrees to successfully complete a criminal background check on any of its employees who provide services under this Agreement in the school district and who are required by Ohio Revised Code Section 3319.39, 3319.31 or 3319.392, as amended. A copy of all such background checks shall be provided by the Supplier to the District at the Supplier's expense.
13. **DISCRIMINATION.** Supplier certifies that it does not discriminate and covenants that it shall not discriminate on the basis of race, religion, marital status, color, national origin, sex, age, disability or any other classification protected under federal, state, or local law.
14. **PERSONNEL.** Upon the District's request, and in its sole discretion, Supplier shall replace personnel, if any, assigned by Supplier.
15. **LABOR DISPUTE.** If the Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the party shall immediately give notice, including all relevant information, to the District.
16. **PROMPT PAYMENT DISCOUNT.** If the Supplier offers a prompt payment discount on any other contract, public or private, then the District shall be extended the same discount on this contract and shall be so notified of the existence of the discount and the terms thereof.
17. **DAMAGE TO BUILDINGS, EQUIPMENT, AND VEGETATION.** The Supplier shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Supplier's failure to use reasonable care causes damage to any District property, the Supplier shall replace or repair the damage at no expense to the District as the District directs. If the Supplier fails or refuses to make such repair or replacement, the Supplier shall be liable for the cost, which may be deducted from the contract price.
18. **TIME.** Time is of the essence in the performance of this contract.
19. **NOTICE OF BANKRUPTCY.** If the event Supplier enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Supplier agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the District Office responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy

filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of District contract numbers and contracting offices for all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

20. **PAYMENT OF MONEYS DUE DECEASED SUPPLIER.** If the Supplier dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Supplier from the District for services rendered prior to the date of death or dissolution shall be paid to Supplier's executors, administrators, heirs, personal representative, successors, or assigns or as may be directed by an order of a Probate Court.
21. **AVAILABILITY OF FUNDS.** The Parties acknowledge and agree that the District is a governmental entity and due to statutory provisions cannot commit to the payment of funds beyond its fiscal year (July 1, through June 30). If funds are not allocated for the Services that are the subject of this Agreement following the commencement of any succeeding fiscal year during which this Agreement may continue, the District may terminate this Agreement without liability for any termination charges, fees, or penalties, at the end of its last fiscal period for which funds were appropriated. The District shall be obligated to pay all charges incurred through the end of the last fiscal period for which funds were appropriated. The District shall give the Service Supplier written notice that funds have not been appropriated (a) within a reasonable time after the District receives notice of such non-appropriation; and, (b) at least fourteen (14) days prior to the effective date of such termination.
22. **RECORDS.** The Supplier shall maintain all records pertaining to this Agreement on file for not less than ten (10) years and until any audit issues are resolved and to make such records available to the District, or any other duly authorized representative, upon request except if this is a federally funded contract.

If this is federally funded, the Supplier shall comply with all federally required records retention rules, regulations and laws and shall allow access as required by local, state or federal law, rules, regulations or ordinances.

23. **DEFAULT.** Any of the following events constitute default by the Supplier:
 - a. Non-performance of any term, covenant, or condition of this Agreement by the Supplier within the time provided; or
 - b. Any act of insolvency by the Supplier or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of, or relating to debtors; or
 - c. The filing of any involuntary petition under any bankruptcy statute against the Supplier or the appointment of any receiver or trustee or to take possession of the property of the Supplier; or
 - d. Failure of the Supplier to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public Funds; or

- e. Failure to maintain the required insurance or equipment as well as failure to provide qualified/licensed personnel or quality and safe vehicles.
24. **EFFECT OF DEFAULT.** In the event of any default by the Supplier, the District may do any one or all of the following:
- a. Terminate the contract and withhold funds due, if any to satisfy any third-party claims;
 - b. Sue for and recover all damages arising out of the Supplier's default;
 - c. Cure the default and obtain reimbursement and cover from the Supplier.
 - d. Exercise any other rights available to it in law or equity.
25. **WAIVER OF DEFAULT.** If the District consents to or waives the breach of any provision of covenant in this Agreement, such waiver shall not constitute a waiver of such provisions or covenant as to the future, and the District shall not be estopped from later enforcing any provision or covenant it may have previously waived or elected not to enforce; nor shall such waiver have any effect on the enforcement of any other provision of this contract.
26. **TERMINATION FOR CONVENIENCE OF DISTRICT.** The District may terminate this Agreement at its option without obligation upon fourteen (14) days written notice to the Supplier. The District may terminate this Agreement for any reason or no reason at all.
27. **EFFECT OF TERMINATION FOR CONVENIENCE.** If the District terminates this Agreement for its convenience, then the District shall only remit payment to the Supplier for work performed up to the date of termination. In no event shall the Supplier be entitled to lost or anticipatory profits.
28. **MISCELLANEOUS.**
- a. Supplier represents and warrants that she possesses the qualification and personnel, if required, to provide the services agreed to herein.
 - b. Neither party may assign, modify, or sub-contract this Agreement, or any right or interest herein, without the prior written consent of the other party.
 - c. This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns.
 - d. To the extent that the terms of this Agreement materially conflict with or render ambiguous any provision of the Supplier's (Bid/Proposal), the terms of this Agreement shall govern.
 - e. The paragraph headings are for convenience only and shall not effect the interpretation of this Agreement.
 - f. This validity, construction of this Agreement shall be determined in accordance with the laws of the State of Ohio.

- g. The Supplier and all subcontractors shall comply with all local, state and federal laws, rules, regulations and ordinances.
 - h. No travel expense reimbursement is authorized unless specifically stated in this contract. If so stated, the meals, travel, and lodging are reimbursable only in strict compliance with the Ohio Auditor of State Technical Bulletins, Guidance and Rules and Regulations and, if this contract is federally funded in whole or in part, in strict compliance with all rules, regulations and guidance of the U.S. Office of Management and Budget and any other federal office or agency having jurisdiction over federally funded contracts.
 - i. This Agreement contains the entire agreement between the parties with respect to the services to be provided hereunder, and there are no representations, understandings or agreements, oral or written, which are not included herein.
29. **CONFLICT OF INTEREST.** The Supplier represents that he/she is not an employee or board member of the Cleveland Municipal School District. The Supplier further represents that no employee or board member of the Cleveland Municipal School District has any ownership interest in or fiduciary duties to the Supplier or any of its parent affiliations and is not on the board of directors of the Supplier or hold any officer position with the Supplier. The District's signatory to this agreement represents that neither he/she or any family member have any ownership interest in or fiduciary duties to the Supplier or any of its parent affiliations and are not on the board of directors of the Supplier or hold any officer position with the Supplier.

CONTRACT MUST BE APPROVED BY CMSD LEGAL DEPARTMENT PRIOR TO SIGNATURE

Approved as to form:

Law Department
Cleveland Municipal School District

DATE: _____

NOTICE TO SUPPLIERS

GOODS AND/OR SERVICES ARE NOT TO BE PROVIDED UNTIL AFTER THE CONTRACT HAS BEEN SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE DISTRICT AND A CERTIFIED PURCHASE ORDER AND/OR CONTRACT NUMBER HAS BEEN ISSUED TO THE SUPPLIER.

THE CLEVELAND MUNICIPAL SCHOOL DISTRICT IS NOT OBLIGATED TO PAY FOR GOODS AND/OR SERVICES PROVIDED PRIOR TO THE DATE THIS CONTRACT HAS BEEN SIGNED BY AN AUTHORIZED DISTRICT REPRESENTATIVE.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by them or their authorized representatives as of the day and year first above written.

**(SUPPLIER NAME)
DISTRICT**

CLEVELAND MUNICIPAL SCHOOL

BY: _____

BY: _____

TITLE: Supplier

TITLE: _____

DATE: _____

DATE: _____



RFP #21235

Part II: Forms and Specifications

For

Providing a School Nutrition Management Software Solution

Section I: Introduction

The Cleveland Metropolitan School District (hereafter the “District, “CMSD” or Cleveland Municipal School District) is soliciting proposals to establish term contracts with one or more qualified vendor to provide Cab and Van Services on an “As Needed” basis for eligible students of the Metropolitan School District under Request for Proposal (“RFP”) #21235.

Section II: Cleveland Metropolitan School District General Information

The Cleveland Metropolitan School District is a large urban school system with over 100 instructional and non-instructional sites, approximately 5,000 teachers and administrative staff, 40,000 students, and 3,500 classrooms.

Section III: General Service Requirements

The following general service requirements apply to each RFP and are in addition to any component or service-specific requirements presented in the individual RFP.

- All prices must clearly delineate all costs.
- All prices must be line itemized, where applicable.
- Time and materials costs must be listed clearly, by like item, where applicable.
- An agreed-upon dispute resolution mechanism must be defined.
- There is no guarantee of any minimum amount of services that may be requested during the term of the contract.

Section IV: Vendor Profile

The primary attributes the District seeks in a vendor include:

- Demonstrated experience and success of vendor in providing a cloud-based School Nutrition Management Software Solution.
- Responsiveness to specifications and an understanding of District needs.
- Capacity & resources to perform the services described in the RFP.
- Availability and flexibility when it comes to meeting District needs.

Section V: Proposal Process

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

- Posting of RFP on CMSD Procurement webpage
- Notice in local newspaper regarding RFP posting
- Vendor submission of written questions
- On-line publication of written questions and responses
- Issuance of addendum, as necessary
- Receipt of vendors’ intent to propose or not propose
- Receipt of proposals at CMSD

- Evaluation Committee review
- Notification of proposal award to selected vendor(s) and notification of non-award to other vendors
- Contract negotiation(s) with selected vendor(s)
- Contract finalization with selected vendor, final signatures obtained

All questions must be written and directed to linda.r.jones@clevelandmetroschools.org. All questions received and responses thereto will be distributed via the District’s website and to all vendors expressing intent to propose.

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

Proposers should note that the following Request for Proposals is general in nature to express a wide-ranging need. Proposers should feel free to define and specify in detail their services and products.

Section VI: Contract Period & Award

A recommendation for selection will be made to the CMSD Board of Education based upon the final Tier I and Tier II evaluations. Contract award will be made to the overall “best value” proposal, with appropriate consideration given to all the evaluation factors. The decision will take into account the proposer’s technical capability to meet the functional and service requirements of the RFP in a timely manner on a cost effective basis.

CMSD reserves the right to award the contract to a proposer whose price is not the lowest, but who is sufficiently more advantageous than the lowest-priced proposer to justify the price difference. Award will be made to the proposer whose understanding of the work to be performed, ability to perform according to expectations, experience, quality control techniques, and total cost of ownership, when considered together, are determined to represent the best value to the District.

Section VII: Evaluation Criteria

Proposals will be evaluated, first, as responsive or non-responsive to the RFP’s specifications. A preliminary review will be conducted of all proposals submitted on time to ensure the proposal adheres to the mandatory requirements specified in the RFP. Proposals that do not meet the mandatory requirements will be deemed non-responsive and may be rejected. In the event that all proposers do not meet one or more of the mandatory requirements, CMSD reserves the right to continue the evaluation of the proposals and to select the proposal(s) which most closely meets the requirements specified in the RFP. Responsive proposals to this RFP must include, or meet, the following mandatory requirements:

1. Timely Submission
2. Transmittal Cover Letter
3. Responses to proposal requirements
4. Experience and qualifications to provide the services
5. Cost proposals
6. Signature acknowledgement
7. References

8. Addendum Acknowledgement Form acknowledging all Addenda issued

Second, the proposals will be evaluated based on the information presented in the proposal and on additional information obtained during the evaluation process. Responses will be evaluated based on the following weighted criteria:

Tier I Evaluation Exhibit

50% - Cost of Services

50% - Functional, Technical, Service Requirements and Evaluation Questionnaire

Tier II Evaluation Exhibit

50% - References

50% - On-Site Demonstrations

Evaluations are based on the submitted proposal. Follow-up discussions with the proposer's best suited to complete the work may be requested. CMSD reserves the right to interview or to seek additional information related to criteria already specified in the RFP after opening the proposals, but prior to entering into a contract, to reject any or all proposals, and to award a contract to one or multiple vendors as the District deems necessary to meet its objectives. The District also reserves the right to check references identified by any proposer from any vendor that submitted a proposal. CMSD will select the proposal(s) deemed to be most advantageous, with price and other criteria factors considered.

Section VIII: Proposal Requirements

The specifications for RFP #21235 are described below. Vendors are required to provide the information below as well as complete the Compliance Section Part I (Purchasing Documents). The narrative part of the proposals must present the following information and be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked.

Proposal responses are to be divided into sections as follows:

1. Transmittal Cover Letter-prepare a letter transmitting the proposal on business letterhead. The letter should identify the business name, phone number, and business web address along with the name, phone number and email address of the key contact person. The letter must have the signature of a person with authority to obligate the business. The transmittal letter shall also contain a statement that the proposal is a firm offer for a ninety (90) day period.
2. A completed set of Required Purchasing Division documents set forth in Part I of this RFP.
3. General Information Section
 - a. **Executive summary:** Information about the firm's history, structure, organizational metrics, and qualifications for fulfilling CMSD's requirements
 - b. **Business Health:** information about the firm's financial structure and viability, particularly as it relates to fulfilling a multiple year agreement.

- c. **Experience and expertise:** information about the firm’s current and previous contracts, particularly those with organizations similar to CMSD.
 - d. General narratives about at least three clients using services similar to those being proposed for CMSD (including detailed reference information for those clients in Section IX).
 - e. **Management support services:** information about staff, project, issue, performance, quality, and risk management methodology.
 - f. **Security:** information about the firm’s policies, practices, and standards for maintaining the confidentiality and integrity of client’s data, intellectual property, and trade secrets.
 - g. **Risks:** firm’s evaluation of the greatest challenges and risks associated with the particular services and suggestions for mitigating risk
 - h. **Dispute resolution:** information about the firm’s standard dispute resolution methodologies.
4. **Technical Section:** The Technical Section of the proposal shall specifically address the manner in which the proposer will meet the minimum requirements present below in Section X. Proposer shall address the quantitative and qualitative resources to the accomplishment of these requirements. The proposal shall provide enough information so that the evaluators will be able to determine the proposer’s ability to meet each requirement set forth below. Simply paraphrasing the RFP statement of requirements will not be sufficient data for the evaluation and may be considered as a non-responsive proposal response.

Section IX: References

Include below three references of equal or larger size to this current RFP project. Public sector experience is preferred, but not required. Please attach relevant supporting documentation, such as project plans, scope of work.

Reference #1:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax #: _____

Dates of Service: _____

Description of Services Provided: _____

Reference #2:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax #: _____

Dates of Service: _____

Description of Services Provided: _____

Reference #3:

Company/School Name: _____

Address: _____

Type of Business: _____

Contact Person: _____

Telephone and Fax #: _____

Dates of Service: _____

Description of Services Provided: _____

****Vendors should not refer to projects in which they worked with a current CMSD FCNS employee at other districts.***

Section X: Specifications

1. Introduction

The Cleveland Metropolitan School District (hereafter “CMSD” or the “District”) is seeking proposals for a cloud-based School Nutrition Management Software Solution. The purpose of the solution is to improve the efficiency of offering nutritious snacks and meals to the Scholars enrolled in the District. The intent of the RFP is to obtain information leading to the selection of a School Nutrition Management Solution that will best meet the functional, technical, and service needs of CMSD.

1.a. Company Profile

The Cleveland Metropolitan School District is a large urban school system in Ohio with 91 school sites, 114 schools hosted within the sites, and multiple administrative sites. The District is composed of approximately 39,000 students and 6,000 total employees.

1.b. Department Profile

The CMSD Food & Child Nutrition Services Department (hereafter “FCNS”) is one of the major non-instructional operational services of the District with approximately 350-400 school-based staff and 35 administration staff. FCNS is a part of the CMSD Operations Division and is responsible for offering nutritious meals to every students at every school, all with one or more serving lines. FCNS consists of a central administrative office, a central warehousing facility, and food service operations at 88 of the school sites. For a descriptive site list, refer to ‘Appendix A Site List.’

Every kitchen in the District has an assistant manager. The amount of kitchen staff varies by site, and can be from 2 individuals to 15 depending on school/kitchen/enrollment size. FCNS has divided the District locations into 5 regions with Area Supervisors supervising approximately 15-20 sites.

FCNS operates several complex and diverse programs. The proposer’s software solution should accommodate the current and future needs of operating and reporting of the following programs: National School Lunch Program (NSLP), School Breakfast Program (SBP), After School Snack Program, Fresh Fruit and Vegetable Program, Community Eligibility Provision meal plan, Seamless Summer Program, the Child and Adult Care Food Program (CACFP/Supper), and the USDA Foods (Commodities) program. The District currently operates under the CEP meal plan.

The goal of the School Nutrition Management Software Solution is to improve the efficiency of both the front and back of house operations. The solution is expected to provide cloud based computing that is user and customer friendly. The software should also be capable of providing robust functionality and customizable reporting. Overall, the goal is to excel food service operations at CMSD. From efficient supply chain management of food, equipment,

and chemicals, to nutritional analysis, menu planning and service at point of sale, the software should provide a turn-key solution to the nutrition programs we provide. The software will streamline service and reporting under every USDA program utilized by FCNS.

The current technology profile of Food & Child Nutrition Services in these core functionalities is as follows:

Core Functionality	Technology
Point of Sale	None – Manual process
Menu Planning & Nutritional Analysis	None – Manual process
Ordering	WebSMARTT & WinSNAP
Inventory	None – Manual process
Accountability & Reporting	None – Manual process

The current technology profile of the Cleveland Metropolitan School District that interacts with the functionality of Food & Child Nutrition Services is as follows:

Student Information System	eSchoolPLUS
Financial System	Workday
Communication System	Office 365
Ohio Department of Education	Claims Reimbursement & Reporting System

1.c. RFP Schedule for School Nutrition Management Solution

DATE	TASK
11/07/2017	RFP Posted
11/15/2017	Vendor Questions Due
11/17/2017	Pre-Bid Conference
11/21/2017	Q & A Post Date
11/27/2017	Addenda Issue Date (If necessary)
12/04/2017	Vendor Proposals Due
12/04/2017 – 12/06/2017	Tier I Evaluation
12/07/2017 – 12/11/2017	Tier II Evaluation (Vendor Demonstrations)
12/15/2017	Final Vendor Selection
12/15/2017 – 12/31/2017	Contract Negotiations
01/01/2018	Project Start

Vendors are encouraged to submit questions regarding the RFP prior to the pre-bid conference so that they can be addressed during the conference. Dates listed above are subject to change at the discretion of the District. Vendors will be notified of changes to the schedule, as appropriate. The project start date is subject to change at the discretion of the District with written notice to the awarded vendor.

2. Scope of Work

CMUSD is seeking to procure a School Nutrition Management Software Solution to improve the ability to efficiently offer nutritious snacks and meals on various programs to every student enrolled. The District is interested in software that is a cloud based, fully integrated, comprehensive, customizable, and user-friendly Software as a Service (SaaS) solution. CMUSD would like the data to be hosted by the vendor in a cloud based environment. The District is seeking to utilize the software with non-proprietary hardware. The software should have the following core functionalities: Point of Sale (POS), Menu Planning & Nutritional Analysis, Ordering, Inventory, Student Eligibility Management, Accountability and Reporting. All applications must be part of a fully-integrated suite provided on a single platform in a multi-location implementation.

2.a. System Implementation

CMUSD requires that the vendor and any of its subcontractor provide both the software and implementation services for this project. Implementation should follow the best practices for a School Nutrition Management Software Solution implementation. It is the vendor's responsibility in their proposal to outline which modules are implemented in what order and the logic for that sequence.

CMUSD is intending on a phased-in approach for a School Nutrition Management Solution as follows:

PRE-PHASE	PHASE I	PHASE II
January 2018	February 2018 – March 2018	April 2018 – July 2018
Discovery phase	Central Office & Warehouse: Menu Planning & Nutritional Analysis, Inventory, Ordering, Accountability and Reporting	Point of Sale in K-8 Schools
	Point of Sale in High Schools	

The vendor is expected to develop a best practice project timeline with the District and identify project milestones.

The District will coordinate with the implementation plan provided by the vendor to best meet the phases above. Phases are subject to being further divided determinable by the District. Dates listed above are high level estimates based on research of similar implementations. These dates are also subject to change during project timeline development at the discretion of the District.

CMUSD expects the vendor to utilize a pre-implementation discovery phase to work with the functional teams to review processes and document future processes, based on best practices for various process areas required for a School Nutrition Management Software Solution. FCNS is aware that current processes are not optimal, and a new system may be able to support not only the implementation of new processes, but also support the data collection, data transfer and data sharing across functional areas more effectively to enhance process efficiency and decision making.

The District will rely on vendors to provide detailed descriptions of best practices, best processes and integration ability for a School Nutrition Management Software Solution in an urban school district. It is critical that the vendor understand that this will be a phased approach with the initial focus on implementation on FCNS Office, Central Warehouse Facility and all High Schools, and then in subsequent phases of work, expand the solution to all K-8 Schools.

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

2.b. Vendor Selection Process

All proposals will be reviewed by an evaluation team to determine if the proposals are responsive to CMSD’s needs. CMSD will consider the following award based on a two-tiered evaluation criteria in evaluating proposals:

Tier I: Initial Proposal Review

Tier I will address and score the vendors based on their overall response to the proposal, which includes their cost proposal in its entirety, their response to requirements in ‘Appendix B Requirements’ and their response to ‘Appendix C Evaluation Questionnaire.’ An evaluation sheet will be used for each vendor submitted a proposal. A maximum of 100 points may be obtained. The evaluation team will review the proposal responses and assign a point rating based on the evaluation criteria. These criteria will be used to narrow the pool of respondents to Tier II.

Tier I Evaluation Exhibit

Cost Proposal	50%
Functional, Technical, and Service Requirements and Evaluation Questionnaire	50%
TOTAL	100%

Tier II: References and Software Demonstrations

The top vendors (determined by the evaluation team) successfully completing Tier I will move forward for further consideration with Tier II evaluations. References provided in the proposal responses will be contacted and asked to share their experiences regarding product performance, vendor support, program ease-of-use, report accuracy, and general feedback. Vendors that advanced to Tier II will also be asked to perform an on-site demonstration of their software.

Tier II Evaluation Exhibit

References	50%
On-Site Demonstrations	50%
TOTAL	100%

2.c. Basis of Award

A recommendation for selection will be made to the CMSD Board of Education based upon the final Tier I and Tier II evaluations. Contract award will be made to the overall “best value” proposal, with appropriate consideration given to all the evaluation factors. The decision will take into account the proposer’s technical capability to meet the functional and service requirements of the RFP in a timely manner on a cost effective basis.

CMSD reserves the right to award the contract to a proposer whose price is not the lowest, but who is sufficiently more advantageous than the lowest-priced proposer to justify the price difference. Award will be made to the proposer whose understanding of the work to be performed, ability to perform according to expectations, experience, quality control techniques, and total cost of ownership, when considered together, are determined to represent the best value to the District.

3. Requirements

The software solution must be able to handle the **functional, technical, and service requirements** of the District. All the functional, technical and service requirements are listed in detail in ‘Appendix B Requirements’ and questions on requirements are listed in ‘Appendix C Evaluation Questionnaire.’ These requirements must be included either as an integral part of the software solution or as a third party integration if the School Nutrition Management Solution requires third party tools to meet the functional requirements. If the proposal contains third party inclusions, the vendor must demonstrate experience integrating with this third party on another project and it should also be noted in their references when and where this project was implemented.

3.a. Functional – Compliance

The School Nutrition Management Software Solution should be compliant with current local, State (Ohio Department of Education) and Federal laws (USDA), policies and regulations for K-12 Food Service and CMSD operations. Vendors must include in their proposal how changes and updates to local, State, and Federal laws, policies and regulations for K-12 Food Service will be incorporated into their software over time.

3.b. Functional – Required Modules

The School Nutrition Management Software Solution should include the following applications: Point of Sale, Menu Planning & Nutritional Analysis, Ordering Management, Inventory, Student Eligibility Management, Accountability, and Reporting. These applications should be able to be integrated into a fully-operational online suite.

3.c. Technical – Architecture

The District is only interested in Software-as-a-Service (SaaS) School Nutrition Management Software Solutions in a cloud-based environment only. The vendor should describe what is required (infrastructure, hardware, software, etc.) for the District to acquire in order to implement the vendor’s solution if any infrastructure is required for the SaaS solution.

CMSD is interested in operating POS terminals by non-proprietary tablet/pad hardware. The vendor should describe what type of tablet/pad hardware can support their solution at POS or provide an equivalent solution.

The vendor should describe all necessary environments needed for not only the implementation, but also the long term sustainability and maintenance of the system (Appendix C #3). This should include but not be limited to the test environment, training environment, and production environments necessary to ensure there is version control, proper tested and vetted code in production. As an SaaS solution, CMSD is expecting these environments to be hosted by the vendor. The vendor should describe each of the required environments for their implementation plan in detail, how they are used, and the access CMSD has to them.

3.d. Technical – Configuration/Customization

The District understands that there may be a need to configure the system further than the “out of the box” product to fit District procedure. The vendor should note if any of the requirements in ‘Appendix B Requirements’ are “out of the box,” configurable, or would require customization. The vendor should describe their process and approach to configuration – including how configuration requirements are gathered and confirmed, how and when configurations are implemented in the system, who has the ability and responsibility to make configuration changes, and how configuration changes are confirmed.

The vendor should describe the process and approach for how configuration changes are made prior to system implementation and how these changes are made post-implementation (Appendix C #4).

3.e. Technical – Data

As stated previously, the operations in FCNS at CMSD are mostly manual with no use of technology. Due to this, there is a lot of data re-entry, no transfer of data between processes easily, and no allowance for a comprehensive view of the District’s food service data. The District is looking to use the School Nutrition Management Solution and best practices to improve FCNS process, eliminate redundancy, create efficiencies, and use comprehensive data for performance management.

The vendor is expected to configure and populate the District’s database for the new system by providing data migration services. The vendor will define the vehicle for system loading and the required data format. The vendor shall ensure that the data migrated from existing systems is accurate and complete once the data migration has been completed. The vendor will partner with CMSD to complete the conversion and migration of data required for populating the vendors system. This shall include, but not be limited to the following functions:

- Conversion services to convert information as requested from existing software/processes
- Uploading student data (identification numbers, photos, etc.) from the Student Information System

Data and records should be secure with security and permission definition and data shared across/between modules as required for the workflow to be as efficient and effective as possible. Data must be stored via cloud hosted by the vendor.

No CMSD data should be made available to accessible to any third party organization other than those that have been authorized through this contract to work with CMSD.

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

3.f. Technical – Interfaces

The following are the main systems currently utilized by the District that the School Nutrition Management Solution would ideally have the ability to integrate with:

Student Information System	eSchoolPLUS
Financial System	Workday
Communication System	Office 365

The ideal situation will be for the School Nutrition Management Solution to be active year-round with reliable integration with:

- The Student Information System so that existing and new student identification/school data is consistent and streamlined.
- The Financial System so that ordering and reporting data is automated
- The Communication System for automated communication on reports, orders, etc., generated in the School Nutrition Management System

The vendor should describe direct or relatable integration experience with the above-mentioned systems (Appendix C #5).

3.g. Technical – Security

A high-level of system and data security is critical of the School Nutrition Management Solution. Vendors should describe their security policies and protocols to ensure that District data would be protected (Appendix C #6). This should include: how you protect your systems from breach of security, cyber-attacks, and viruses, backup procedures, user authentication, access logs, data store and transfer processes, and the accessibility of audit trails.

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

3.h. Technical - Software Lifecycle and Releases

The District requires that the vendor describe the software lifecycle of their product including version control and any planned future releases and functionality (Appendix C #7). CMSD is looking for a long-term sustainable solution that will meet the growing demands and changes that come with goals of The Cleveland Plan. Therefore, the solution provided must not be limited in its ability to grow and change over time. CMSD wants to engage with a vendor that uses standard software development and implementation practices. In addition, the vendor must describe how any CMSD customizations impact software releases, and/or how the timeline required for this project impact CMSD's ability to access the latest version of software.

3.i Service – Availability

The system is expected to have high availability or all bandwidth types. The system shall be dependent upon and depended upon by multiple end users.

3.j. Service – Communication

The vendor shall develop a communication plan in conjunction with the District. The plan shall outline responsibilities of communication with the District, including expectations of timeliness based on the issue severity. This includes but is not limited to software bugs, data loss, disaster issues, future enhancements, training and other such issues.

Furthermore, the District shall review and approve any mass communications directed to users.

3.k. Service – Disaster Recovery

The vendor should describe disaster recovery plans and policies to ensure that any system the District purchases will be secure and available (Appendix C #11). The disaster recovery plans should include detail on all the off-site or redundant facilities, processes, and services the vendor has in place to ensure the District's system and data are secure.

3.l. Service – Outages

For any planned system outages, the vendor shall coordinate this with the District. The planning shall include appropriate notification with the estimated timeline of system unavailability. With any unplanned system outages the vendor shall coordinate their activities with the District and the hosting agency to determine the root cause and direct efforts to return the system to full operational capacity.

3.m. Service – Performance

The School Nutrition Management Software Solution will be critical to the District's operations and must be availability to carry out multi-location, simultaneous, high system usage at breakfast and lunch mealtimes, and consistent usage from administrative sites daily.

The vendor will commit to performance expectations, including system availability and performance monitoring process. The District expects reliable system availability for a solution that is hosted by the vendor.

CMSD requires that the vendor identify a contact to escalate system and performance issues and this contact will work with CMSD to resolve the issue, as necessary. CMSD expects the vendor to provide cycled reports on system performance, noting any problems and formulating a written corrective action to address those issues. The reports should provide a list of significant operational problems needing corrective action and shall address the problem with the following elements, including but not limited to: problem identification, importance evaluation, cause investigation, recommendations, and documentation.

3.n. Service- Project Management

The District expects the vendor to project manage all phases of the project from kick-off to post-implementation support. This includes, discovery, design, development, testing, implementation, change management and training. The vendor's project team will work closely with the CMSD FCNS Project Manager to coordinate all aspects of the project. The vendor's project team should be readily accessible to CMSD as necessary for project phases that require vendor presence.

3.o. Service – Troubleshooting, Testing, Go-Live

CMSD expects the vendor to have robust testing procedures and plans to ensure that the system meets requirements and that defects do not escape to the end user. The vendor will take the lead in testing the system with assistance from District staff.

4. Change Management & Training

The School Nutrition Management Software Solution will have an impact across CMSD's FCNS administrative office, the central warehouse and production facility, and all school buildings. This is because it impacts the meal service of food to our Scholars on a daily basis. CMSD recognizes that a significant change management effort is necessary for the project to be successful. Therefore, CMSD would like the vendor to provide change management and training services to support implementation.

The vendor should specify if they are proposing a third party to provide change management and/or training services to support the system implementation.

4.a. Change Management

The vendor should provide change management processes, tools and techniques for managing the people-side of change. Vendors should provide information on best practices during roll out for communicating with district and school-based staff.

Change management processes must include not only a change in the systems, but also a focus on the workflow, process improvement and improvement of organizational functions the software can bring.

4.b. Training

The vendor must provide on-site implementation, application, and system training prior to and during system implementation. This support will be scheduled to meet the needs of CMSD. The vendor must provide all training materials to CMSD for future trainings. The vendor should prepare and provide a training plan with scheduled dates, time frames and locations. All training must be done at CMSD sites. The training plan must be submitted for approval and included in the overall implementation plan. A training course curriculum must also be submitted and approved by CMSD.

The vendor should create training materials customized to CMSD process in the software. They shall provide such materials as the following but not limited to: guides, walkthroughs, e-learning videos, presentations, and tutorials. This materials must be accessible by CMSD and published on the District website for 24/7 end user access.

Training must be categorized to the meet the system needs of defined level of users (Training materials for kitchen staff will vary from training materials for system administrative management staff).

The vendor must provide in-depth in-person training to CMSD personnel of whom will be administrating and maintaining the software post-go live. This includes the utilization of process flows, all screens and execution of reports, and all data feeds/points of system integration with other CMSD systems.

Appendix A: Site List

Site #	Site Name	Site Type	Street Address (Cleveland)	Appx. # Employees	# of Serving Lines	Phase
1	FCNS Office	Administration	1349 E. 79 th Street	20	N/A	I
2	Central Kitchen	Warehouse	16807 St. Clair Avenue	15	N/A	I
3	Adlai E. Stevenson	K-8 School	18300 Woda Avenue	5	1	II
4	Alfred E. Benesch	K-8 School	5393 Quincy Avenue	4	1	II
5	Almira Academy	K-8 School	3375 W. 99 th Street	8	1	II
6	Andrew J. Rickoff	K-8 School	3500 E. 147 th Street	6	2	II
7	Anton Grdina	K-8 School	2955 E. 71 st Street	6	2	II
8	Artemus Ward	K-8 School	4315 W. 140 th Street	5	1	II
9	Bard Early College West Campus	High School	13501 Terminal Avenue	2	2	I
10	Benjamin Franklin	K-8 School	1905 Spring Road	6	1	II
11	Bolton	K-8 School	9803 Quebec Avenue	4	1	II
12	Buhrer Dual Language	K-8 School	1600 Buhrer Avenue	4	1	II
13	Campus International @ Cole Center	K-8 School	2160 Payne Avenue	5	1	II
14	Campus International High School	High School	3100 Chester Avenue	2	1	I
15	Case	K-8 School	4050 Superior Avenue	4	1	II
16	Charles A. Mooney	K-8 School	3213 Montclair Avenue	6	2	II
17	Charles Dickens	K-8 School	13013 Corlette Avenue	4	1	II
18	Charles W. Eliot	K-8 School	15700 Lotus Drive	4	2	II

19	Clara E. Westropp	K-8 School	19101 Puritas Avenue	6	2	II
20	Clark	K-8 School	5550 Clark Avenue	6	1	II
21	Cleveland High School for Digital Arts	High School	1440 Lakeside Avenue	3	1	I
22	Cleveland School of the Arts	High School	2064 Stearns Road	6	2	I
23	Collinwood	High School	15210 St. Clair Avenue	6	2	I
24	Daniel E. Morgan	K-8 School	8912 Morris Court	6	2	II
25	Denison	K-8 School	3799 W. 33 rd Street	4	1	II
26	Design Lab Early College	High School	1740 East 32 nd street	2	1	I
27	Dike Montessori	K-8 School	2501 E. 61 st Street	5	1	II
28	Douglas MacArthur Girls Leadership Academy	K-8 School	4401 Valleyside Road	4	1	II
29	East Clark	K-8 School	885 E. 146 th Street	4	1	II
30	East Tech	High School	2439 E. 55 th Street	6	2	I
31	Euclid Park	K-8 School	17914 Euclid Avenue	4	1	II
32	Franklin Roosevelt	K-8 School	800 Linn Drive	6	4	II
33	Fullerton	K-8 School	3900 East 75 th Street	4	1	II
34	Garfield	K-8 School	3800 W. 140 th Street	6	1	II
35	Garrett Morgan	High School	4016 Woodbine Avenue	2	2	I
36	George Washington Carver	K-8 School	2200 E. 55 th Street	4	1	II
37	Ginn Academy	High School	655 E. 162 nd Street	6	2	I
38	Glenville	High School	650 E. 113 th Street	2	2	I

39	H. Barbara Booker	K-8 School	2121 W. 67 th Street	4	1	II
40	Hannah Gibbons	K-8 School	1401 Larchmont Road	4	1	II
41	Harvey Rice	K-8 School	2730 E. 116 th Street	5	1	II
42	Iowa-Maple	K-8 School	12510 Maple Avenue	4	1	II
43	James Ford Rhodes	High School	5100 Biddulph Avenue	9	2	I
44	Jane Addams Business Careers Ctr.	High School	2373 E. 30 th Street	2	1	I
45	John Adams	High School	3817 Martin Luther King Jr Drive	7	2	I
46	John F. Kennedy	High School	17100 Harvard Avenue	6	3	I
47	John Hay	High School	2075 Stokes Boulevard	6	2	I
48	John Marshall	High School	3952 W. 140 th Street	8	3	I
49	Joseph M. Gallagher	K-8 School	6601 Franklin Boulevard	7	2	II
50	Kenneth W. Clement Boys Leadership Academy	K-8 School	14311 Woodworth Road	3	1	II
51	Lincoln West	High School	3202 W. 30 th Street	10	6	I
52	Louis Agassiz	K-8 School	3595 Bosworth Road	4	1	II
53	Louisa May Alcott	K-8 School	10308 Baltic Road	4	1	II
54	Luis Munoz Marin	K-8 School	1701 Castle Avenue	5	3	II
55	Marion C. Seltzer	K-8 School	1468 W. 98 th Street	4	1	II
56	Marion-Sterling	K-8 School	3033 Central Avenue	4	1	II
57	Martin Luther King Jr. Campus	High School	1651 E. 71 st Street	3	2	I
58	Mary B. Martin	K-8 School	8200 Brookline Avenue	6	2	II

59	Mary M. Bethune	K-8 School	11815 Moulton Avenue	6	2	II
60	Max S. Hayes	High School	2211 West 65 th Street	6	2	I
61	Memorial	K-8 School	410 E. 152 nd Street	6	2	II
62	MC ² STEM @ CSU	High School	2124 Chester Avenue, RT 2 nd Floor	1	N/A	I
63	MC ² STEM @ Great Lakes Science Ctr.	High School	601 Erieside Avenue	1	N/A	I
64	MC ² STEM @ Nela Park	High School	1975 Noble Road, Bldg. 336	1	N/A	I
65	Michael R. White	K-8 School	1000 E. 92 nd Street	4	1	II
66	Miles	K-8 School	11918 Miles Avenue	5	1	II
67	Miles Park	K-8 School	4090 E. 93 rd Street	7	1	II
68	Mound	K-8 School	5935 Ackley Road	6	1	II
69	Nathan Hale	K-8 School	3588 Martin Luther King Drive	6	1	II
70	New Tech West	High School	11801 Worthington Avenue	2	1	I
71	Newton D. Baker School of Arts	K-8 School	3690 W. 159 th Street	5	2	II
72	Oliver H. Perry	K-8 School	18400 Schenely Avenue	4	1	II
73	Orchard	K-8 School	4200 Bailey Avenue	5	1	II
74	Patrick Henry	K-8 School	11901 Durant Avenue	4	2	II
75	Paul L. Dunbar	K-8 School	2159 W. 29 th Street	4	1	II
76	Riverside	K-8 School	14601 Montrose Avenue	6	1	II
77	Robert H. Jamison	K-8 School	4092 E. 146 th Street	4	1	II
78	Robinson G. Jones	High School	4550 W. 150 th Street	5	1	I

79	Scranton	K-8 School	1991 Barber Avenue	6	1	II
80	Sunbeam	K-8 School	11731 Mount Overlook Avenue	5	1	II
81	Thomas Jefferson	K-12 School	3145 w. 46 th Street	7	2	I
82	Tremont Montessori	K-8 School	2409 W. 10 th Street	7	1	II
83	Valley View Boys Leadership Academy	K-8 School	17200 Valley View Avenue	3	1	II
84	Wade Park	K-8 School	7600 Wade Park Avenue	6	2	II
85	Walton	K-8 School	3409 Walton Avenue	4	1	II
86	Warner Girls Leadership Academy	K-8 School	8315 Jeffries Avenue	7	2	II
87	Washington Park Environmental Studies	High School	3875 Washington Park Boulevard	2	1	I
88	Waverly	K-8 School	1422 W. 74 th Street	4	1	II
89	Whitney M. Young Leadership Academy	K-12 School	17900 Harvard Avenue	7	3	I
90	Wilbur Wright	K-8 School	11005 Parkhurst Drive	4	2	II
91	William Cullen Bryant	K-8 School	3121 Oak Park Drive	4	1	II
92	Willow	K-8 School	5004 Glazier Avenue	3	1	II
93	Willson	K-8 School	1126 Ansel Road	6	1	II

Appendix B: Requirements

Software solution...	Yes or No	Customizable? (Y/N)	Additional Cost? (Y/N)	Notes
FUNCTIONAL REQUIREMENTS				
General				
Is compliant with current local, State (Ohio Department of Education) and Federal (USDA) laws, policies and regulations for K-12 Food Service and CMSD operations				
Has the ability to adapt and remain compliant to changes and updates to local, State, and Federal laws, policies, and regulations for K-12 food service operations				
Is able to operate utilizing non-proprietary hardware, such as administrative desktops, laptops, pin pads, tablets and/or pads				
Offers fully-integrated modules in an online suite. Desired modules include Point of Sale, Menu Planning & Nutritional Analysis, Ordering Management, Inventory, and Meal Accountability & Reporting				
Point of Sale (POS)				
Can support POS functionality at all school site locations, central office, and warehouse facility simultaneously				
Can function and retain data without internet connection				
Is Capable of automatically syncing				

incurred data to cloud when connection to internet is provided				
Is operational on stationary and mobile serving lines through non-proprietary hardware such as a tablet or pad				
Can connect with nonproprietary pin pads for student account lookup				
Does not require special or isolated wireless infrastructure and can be supported by any shared student/academic wireless infrastructure when connection is provided				
Can support multiple serving lines within each site and remote serving lines if applicable and upload data automatically when connection to database is provided				
Captures all local, State, and Federal (USDA) required data at POS				
Supports the Community Eligibility (CEP) meal plan				
Supports Free & Reduced meal plans and application management				
Able to interchange meal plan POS functionality (if district is no longer CEP eligible)				
Has a "quick serve" or single key for CEP meals on POS screen				
Is user-friendly and has a customizable POS interface				
Allows customizing the POS interface by				

determined CMSD software administrators or managers				
Is a register-type program that allows each student to have an account				
Has the ability to run unique POS and capture data for various USDA programs, including but not limited to: National School Lunch Program, School Breakfast Program, After School Snack Program, Seamless Summer Program, Sumer Feeding Program, Child and Adult Food Care Program				
Allows for students to be identified at POS in multiple ways, including at least the following methods: student ID entry on pin pad, student ID barcode scan, cashier lookup by name, homeroom, grade, etc.				
Displays messages, notes allergy alerts, and medical information about students to cashier during transactions				
Allows for user entry at administrative level for student special dietary notes and medical alerts, allergies, special diets, no snack, check ID, diabetic, etc. that can automatically be displayed at POS				
Offers customizable security groups allowing/disallowing specific users to add/edit/delete student special dietary data				
Allows for daily menus to interface with				

menu overlay on register screens				
Allows for student accounts to be obtainable from any campus within the school district				
Allows for multiple meals/meal prices per day at each school based on grade level				
Uploads daily POS data to vendor-hosted cloud database and central office automatically				
Transmits counts of daily meals served by program, all revenues by meal type, and a la carte sales for each site to the database and central office				
Includes a daily check report with check number and associated student account number to which they apply				
Has capability to generate customizable letters and e-mail messages indicating a low balance based on an amount defined by CMSD				
Keeps student eligibility status confidential during transactions				
Will alert cashier student returns to line for second meal				
Has an integrated online parent payment system that allows for instant use of funds upon parent deposit				
Allows for cashier to perform a query during transaction to find students account, by name, student ID, school period, pictures				

Allows POS terminal sign-on/sign-off for multiple cashiers and can maintain individual cashier passwords and data recorded while they were at POS				
Prevents the use of inactive or deleted student numbers				
Is capable of accepting payments via cash, check and account charge and allows such payments to be accepted and applied to accounts during a POS transaction, in addition to direct payment from online accounts				
Allows for class, grade, homeroom/first period, or other custom rosters to be created and displayed for accessing accounts and quick sales to groups such as After School Snack Program or field trips				
Will lockout POS screen if left unattended by amount of time determined by the District				
Menu Planning & Nutritional Analysis				
Allows for menu items to be created from central office and broadcast to the entire district				
Is fully integrated with inventory and ordering modules				
Allows for centralized menu planning of cycle menus for the following local, State, and Federal programs (but not limited to): School Breakfast Program, National School Lunch Program, After				

School Snack Program, Fresh Fruit and Vegetable Program, Seamless Summer Program, Summer Program, and Supper Program (CACFP)				
Allows for centralized setting of parameters for serving size/portion size and yields by site type and/or meal period for item and recipes				
Is capable of recipe costing and performing profit/loss analysis				
Allows unlimited capacity for number of centralized cycle menus and recipes for each meal period by K-8 and High Schools				
Is capable of copying menus by day, week, month, cycle or selected range of dates				
Has the ability to complete meal pattern analysis on cycle menus for compliance with USDA meal serving size requirements on a daily and weekly basis				
Allows the set-up of user-defined age groups to individual schools				
Has the ability to switch and appropriately substitute ingredients in a recipe at any given moment and still meet nutritional/serving size requirements				
Has visibility on ingredient allergens throughout entire operational process, from entering ingredient details into				

system to POS transaction				
Supports an item conversion/substitution process				
Supports nutritional differences between school types (K-8 model and High School model) and meal types				
Has an USDA-approved nutritional analysis application				
Applies nutrient standards from The Final Rule (Healthy Hunger Free Kids Act) to recipes and nutritional analysis				
Allows for District to add local ingredients				
Can support unlimited recipes on vendor-hosted cloud for recipe sharing				
Is capable of capturing the eight common allergens for all ingredients and recipes				
Capability to build a recipe within a recipe, i.e., Recipe A: Marinara Sauce, Recipe B: Spaghetti w/ Marinara Sauce				
Is capable of inserting images into recipes				
Has the ability to produce recipe costing and menu costing reports				
Allows for users to search for recipes in recipe sharing cloud by name, menu category, or other categorical fields				
Allows search and replacement of an existing ingredient with a new ingredient, and automatically applies replacement to all recipes containing				

that ingredient and running a nutritional analysis on all recipes with replaced ingredient				
Allows user to enter menu components for a recipe				
Is capable of exporting recipes cleanly into various formats including but not limited to .doc and .pdf				
Can print recipes onto regular sized paper (8.5" x 11") without distorting the image or quality				
Has the ability to add measurement conversions to ingredients				
Is able to analyze menus and recipes for USDA requirements at different age levels such as calories, meat/meat alternative, grain, vegetable, etc.				
Highlights and alerts defined user of nutrient values that are out of compliance				
Is capability of uploading menus and nutritional information to website				
Generates detailed production records and temperature logs that can be accessed and completed electronically at each school site				
Allows user to enter ingredient details such as packaging size and cost, and these are displayed on screen when creating recipes				
Automatically updates the database with the latest USDA regulations and				

guidelines				
Has Hazard Analysis and Critical Control Points (HACCP) integrated recipe printout for safe serving/handling of food				
Ordering Management				
Has order processing management functionality for school sites, central office, and warehouse facility that includes internal/external ordering, shipping and receiving				
Allows for centralized order processing and consolidation of orders by site types/locations for electronic distribution to central warehouse and external vendors				
Capability to set up central warehouse facility as an internal vendor that can accept and process orders, but also has a purchasing site for orders to outside vendors				
Allows for central office and warehouse facility to make changes prior to and after consolidation of orders				
Able to set up requisition and purchase order-style ordering mechanism				
Ability to automatically e-mail orders to major distributors or manufacturers after approval through				
Can set up a differential ordering process for manufacturers v. distributors				

Is able to track when receipts are made on internal and external orders, and automatically updates inventory based on site of receipt				
Has the ability to track fill ratios				
Is capable of producing truck route schedules for orders from warehouse facility based on site type, location, order, etc.				
Can update truck route schedules 'on the fly' and the update will automatically appropriately re-route the truck route schedule according to the content of the update				
Is able to differentiate commodities net off invoices as fair market value (brown box or direct diversion)				
Supports commodity transactions through USDA, including the Modified Fee for Service calculation				
Is able to compare/contrast prices of annual bids for multiple baskets by distributor/manufacturer/vendor				
Can calculate and display net market basket per distributor/manufacturer				
Can generate various, customizable reports including but not limited to a transaction/order log by site/type/location/user				
Inventory Management				
Has inventory management functionality for warehouse facility, multiple school				

sites, and other locations as needed				
Allows for centralized management of food, non-food, finished goods, disposables, chemicals and equipment				
Provides a blind physical inventory at a minimum of three times a year, dates determinable by the District				
Can generate customized inventory reports for monthly on-hand counts based on one site, multiple selected sites, or all sites				
Has the ability to generate notifications for product recalls/holds to sites with the product in inventory				
Will always reflect real-time inventory counts and are reliable and accurate when reports are run				
Supports process for the value of items in inventory (FMV or actual value)				
Various inventory reports can be generated automatically and manually as needed and communicated electronically to management or desired user				
Inventory reports can be exported to a readable, printable, searchable format, such as .csv				
Can perform District-wide consolidated inventory search of various criteria for items, producing results reporting locations, quantity and other information				

Can produce a report for damaged/lost/scrap inventory				
Supports multiple packaging sizes and alternate vendors for each inventory item				
Quantity on-hand can be updated manually or automatically and real time through purchasing module when items are received				
Can calculate product shrinkage during production				
Accountability & Reporting				
Provides daily, weekly, monthly and yearly cumulative reports on meal counts per program per site				
Allows the user to set up customized reports as needed				
Can provide samples of all reports and reporting books				
Has the ability to export data to Excel, Word, .pdf, or.csv formats				
Can produce reports based on a date range defined by the user				
Can set up automated end-of-day reports after all program meal service is complete, with criteria determined by managers				
Allows the user to view participation statistics and trends for each program type				
Tracks production by site statistics				
Provides real-time meal count reporting				

from POS for various local, State, and Federal programs including but not limited to: School Breakfast Program, National School Lunch Program, After School Snack Program, Seamless Summer Program, Summer Program, Supper Program (CACFP), Fresh Fruit and Vegetable program, and CEP meal plan				
Has minimum required reporting functionality to produce various reports related to: bank deposits, CEP, food cost, meal counts, meal pattern certification 6 cent tool, online payment collections, POS, reimbursement claims, student rosters, verification, etc.				
TECHNICAL REQUIREMENTS				
Is available as Software as a Service (SaaS)				
Can be hosted online by the vendor with all data accessible and retained in a cloud-based environment				
Offers customizable security groups allowing/disallowing specific users to perform general system administration, maintenance and data modification functionality				
Supports interface with Student Information System, eSchoolPLUS, for student information data transfer				
Supports interface with Financial System, Workday				

Is operational with nonproprietary POS terminal hardware and pin pads				
Is fully operational at POS with tablet/pad hardware				
Has the ability to back-up, archive and restore data by module, school site, etc.				
Can perform real-time transfer of data between modules/sites without interrupting POS operation				
Is compatible with Windows 7, 8, 10, Internet Explorer, Microsoft Edge, and Google Chrome				
Provides efficient data transfer avoiding excess bandwidth requirements				
Allows software modifications and updates to be performed centrally without interruption to POS				
Allows for the setup of "site types" for central office, warehouse facility and school sites				
Provides back-ups of critical data				
SERVICE REQUIREMENTS				
Provides on-site installation, set-up and training as needed				
Has help desk/phone support available during a post-implementation at a minimum between 7:00 a.m. – 7:00 p.m. EST Monday - Friday				
Provides onsite training and technical assistance prior to and during system implementation				
Provides sufficient "Train the Trainer"				

training to District personnel so that support can be provided to users on the features and functionality of the system				
Can create fully documented, effective, easy to understand training materials both physical and electronic customized to CMSD's configuration of the system which can be made available to all FCNS sites				
Provides best practice change management processes, tools, and techniques for managing the people-side of change				
Provides system testing procedures and plans to ensure the system meets CMSD requirements prior to implementation				

Appendix C Evaluation Questionnaire

1. If your solution is not fully capable of supporting any of the items identified in 'Appendix B Requirements,' please properly reference them here.
2. Provide all information regarding your solution which is considered as a differentiator when compared to competitor products.
3. Describe all necessary environments needed for implementation, maintenance, and sustainability of the solution.
4. Describe the configuration and customization approach and process of the software solution during implementation and post-implementation.
5. Describe direct or relatable integration experience with eSchoolPLUS and Workday and the process for automated report communication through Office 365.
6. Provide a description of software security policies to ensure District data would be protected.
7. Describe the software lifecycle of the software solution, including version control and planned future releases. Response should include how and when future software updates are performed and the availability to the system.
8. Provide a list of recommended non-proprietary pad/tablet hardware to efficiently run the software solution at POS.
9. Identify which browser the SaaS solution is optimized for.
10. Provide a detailed list of all client and browser dependencies including but not limited to browser plugins, extensions, and third party installations (such as Java, Flash, etc.).
11. Describe the disaster recovery plans and policies surrounding the software solution.

Section XI: Cost Proposal Form
RFP #21235 School Nutrition Management Software Solutions

Vendor must use and complete the Proposal Forms included in this Proposal Package. No other forms will be accepted. Vendor also states that he/she will abide by all terms and conditions of the District as stated in this RFP, and that contractor will maintain the required insurance limits for the duration of the contract. Vendor agrees to hold pricing for a period of ninety (90) days from date of proposal opening. Pricing must be all-inclusive and cover every aspect of the work.

The undersigned proposes to provide a cloud-based School Nutrition Management Software Solution for Cleveland Metropolitan School District in accordance with the Specifications and to the entire satisfaction of, and acceptance by, the District and for the following prices. CMSD reserves the right to award the contract to a proposer whose price is not the lowest, but who is sufficiently more advantageous than the lowest-priced proposer to justify the price difference. Award will be made to the proposer whose understanding of the work to be performed, ability to perform according to expectations, experience, quality control techniques, and total cost of ownership, when considered together, are determined to represent the best value to the District.

Cost Proposal

Solution Component	Price	Notes
A cloud-based solution that meets our functional and technical requirements		
Any additional required application software (Please identify and price each module)		
All required system configuration services		
All required application development services for customization		
All system interfaces (price separately)		
All required training services, documentation, and materials		
On-going support costs (licenses,		

subscriptions, annual maintenance, etc.). Please identify and price each component for each year of a <i>five year</i> support duration. Indicate ranges of support offered (e.g., prime shift, 24x7x365). Also, indicate that upgrades to your solution are included in this price		
All required Project Management services		
Any required costs for storing unlimited data in cloud-based environment		
Any other items required for this solution		
Total Price Year 1		
Total Price Year 2		
Total Price Year 3		
Total Price Year 4		
Total Price Year 5		
Total Price for Years 1-5		

Number and description of Full Time Employees required by Cleveland Metropolitan School District for system development, testing, implementation, and post go-live maintenance:

Please complete the signatory requirement on the following page

Company Name: _____

Address: _____

City; State; Zip Code: _____

Telephone No: _____ Fax No: _____

E-Mail Address: _____

Signature: _____

Printed Name: _____

Date: _____