



## **REQUEST FOR PROPOSAL**

**#21247**

**For**

**Transportation for Public Community Schools Students**

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 THE TRANSPORTATION DEPARTMENT OF THE BOARD OF  
EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT CUYAHOGA COUNTY, OHIO

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## Part I: NOTICE OF REQUEST FOR PROPOSAL #21247

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 June 14, 2018**. This RFP will not be publicly opened.

### Transportation for Public Community Schools Students

Copies of Instructions to Proposers, Specifications, and Drawings may be obtained directly from the District's Webpage. Go to [clevelandmetroschools.org/purchasing](http://clevelandmetroschools.org/purchasing) and click on the RFP number. If you require assistance, please email [seletha.thompson@clevelandmetroschools.org](mailto:seletha.thompson@clevelandmetroschools.org) or **(216) 838-0418**.

There will be a Pre-Proposal Conference for this Invitation to Bid on **May 21, 2018 at 11:00 AM**. The Pre-Proposal Conference will be at the **Transportation Department Office located at 3832 Ridge Rd., Cleveland, OH 44144**. Attendance at the Pre-Proposal Conference is encouraged but not mandatory.

All questions and correspondence related to this RFP must be submitted in writing **ONLY** by **12:00 pm on May 25, 2018** at the email address given above. All answers to corresponding questions and concerns will be sent directly to those submitting the question. A comprehensive question and answer list will also be posted at [clevelandmetroschools.org/purchasing](http://clevelandmetroschools.org/purchasing). Any errors and/or omissions reported will be addressed via Addenda. Addenda will be issued no later than **June 5, 2018**.

No proposal may be withdrawn for at least ninety (90) days after the deadline for submittal.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, Procure to Pay  
**May 16, 2018**

## Section I: Instructions to Proposers

### Transportation for Public Community Schools Students

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 June 14, 2018.** 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**

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% Services**

16. **REQUESTS FOR CLARIFICATIONS:** Questions regarding interpretation of the content of this RFP must be directed to: Seletha Thompson, email: [seletha.thompson@clevelandmetroschools.org](mailto:seletha.thompson@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 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.





**RFP #21247**

**Part II: Specifications and Scope of Work**

**Transportation for Public Community Schools Students**

FOR THE CLEVELAND METROPOLITAN SCHOOL DISTRICT

## 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 **Transportation for Public Community Schools Students** at ACCEL and Breakthrough Schools for the District under Request for Proposal (“RFP”) 21247.

ACCEL Schools will require transportation including but not limited to the following schools:

- Broadway Academy
- Cleveland Arts & Social Science Academy
- Cleveland Chapelside Academy
- Cleveland College Preparatory
- Cleveland Preparatory Academy
- East Academy
- HOPE Academy Northcoast
- HOPE Academy Northwest
- Lake Erie Preparatory School
- Lincoln Park Academy
- Northeast Ohio College Preparatory
- University of Cleveland Preparatory
- West Park Academy

ACCEL Schools will require transportation including but not limited to the following schools:

- Citizens Academy
- Citizens Academy East
- Citizens Academy Southeast
- Citizens Leadership Academy
- Citizens Leadership Academy East
- Village Prep and E Prep Cliffs
- Village Prep and E Prep Woodland Hills
- Village Prep and E Prep Willard

## **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 Transportation for Public Community Schools Students
- 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 [seletha.thompson@clevelandmetroschools.org](mailto:seletha.thompson@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

The term of this Agreement will be from July 1, 2018 through June 30, 2019 pending authorization of funds and resolution approval at the discretion of the District. There are two (2) one year renewal options for this agreement. Renewal Option 1 is for the 2019-2020 School Year beginning July 1, 2019 through June 30, 2020. Renewal Option 2 is for the 2020-2021 School Year beginning July 1, 2020 through June 30, 2021.

## Section VII: Proposal Requirements

The specifications for RFP #21247 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 VIII: RFP #21247– Specifications

### REQUEST FOR PROPOSAL

CMSD is soliciting proposals to establish term contracts with one or more qualified vendor to provide **Transportation for Public Community Schools Students** bus service at ACCEL and Breakthrough Schools for the Cleveland Metropolitan School District under Request for Proposal (“RFP”) 21247.

### SCHOOL CAMPUS INFORMATION

#### ACCEL Schools

School Name	Address	Breakfast	AM Bell	PM Bell	Enrollment
Broadway Academy	3398 East 55th Street, Cleveland, OH 44127	7:30 AM	8:00 AM	3:30 PM	175 (K-5)
Cleveland Arts & Social Sciences	10701 Shaker Blvd, Cleveland, OH 44104	7:30 AM	8:00 AM	3:30 PM	325 (K-5)
Cleveland Chapelside Academy	3845 131st St, Cleveland, OH 44120	7:30 AM	8:00 AM	3:30 PM	325 (K-6)
Cleveland College Preparatory	4906 Fleet Avenue, Cleveland, OH 44105	7:30 AM	8:00 AM	3:30 PM	295 (K-6)
Cleveland Preparatory Academy	4850 Pearl Road, Cleveland, OH 44109	7:30 AM	8:00 AM	3:30 PM	200 (K-8)
East Academy	15720 Kipling Avenue, Cleveland, OH 44110	7:30 AM	8:00 AM	3:30 PM	325 (K-8)
Hope Academy Northcoast	4310 East 71 <sup>st</sup> , Cleveland, OH 44105	7:30 AM	8:00 AM	3:30 PM	305 (K-8)
Hope Academy Northwest	1441 West 116 <sup>th</sup> Street, Cleveland, OH 44102	7:30 AM	8:00 AM	3:30 PM	275 (K-8)
Lake Erie Preparatory School	14405 St. Clair Avenue, Cleveland, OH 44110	7:30 AM	8:00 AM	3:30 PM	315 (K-8)
Lincoln Park Academy (2 Sites)	3185 West 41 <sup>st</sup> Street, Cleveland, OH 44109	7:30 AM	8:00 AM	3:30 PM	440 (K-8)
	4215 Roberts Avenue Cleveland, OH 44109				
Northeast Ohio College Preparatory School	2357 Tremont Avenue, Cleveland, OH 44113	7:30 AM	8:00 AM	3:30 PM	600 (K-8)
University of Cleveland Preparatory	1906 East 40 <sup>th</sup> Street Cleveland, OH 44103	7:30 AM	8:00 AM	3:30 PM	400 (K-8)
West Park Academy	12913 Bennington Avenue, Cleveland, OH 44135	7:30 AM	8:00 AM	3:30 PM	265 (K-8)

## Breakthrough Schools

School Name	Address	Breakfast	AM Bell	PM Bell	Enrollment
Citizens Academy (CA)	10118 Hampden Ave, Cleveland, OH 44108	7:30 AM	7:55 AM	3:30 PM	430 (K-5)
Citizens Academy East (CAE)	12523 Woodside Ave, Cleveland, OH 44108	7:30 AM	7:55 AM	3:30 PM	430 (K-5)
Citizens Academy Southeast (CAS)	15700 Lotus Dr, Cleveland, OH 44128	7:20 AM	7:25 AM	2:55 PM	430 (K-5)
Citizens Leadership Academy (CLA)	9711 Lamont Ave, Cleveland, OH 44106	7:15 AM	7:45 AM	3:30 PM	80 (6 <sup>th</sup> )
Citizens Leadership Academy East (CLAE)	12523 Woodside Ave, Cleveland, OH 44108	7:15 AM	7:45 AM	3:45 PM	80 (6 <sup>th</sup> )
Village Prep and E Prep Cliffs (2 schools, 1 campus) (VPC/EPC)	1415 E 36 <sup>th</sup> St, Cleveland, OH 44114	7:35 AM	8:00 AM	3:15 PM	590 (K-6)
Village Prep and E Prep Woodland Hills (2 schools, 1 campus) (VPWH/EPWH)	9201 Crane Ave, Cleveland, OH 44105	7:35 AM	8:00 AM	3:15 PM	570 (K-6)
Village Prep and E Prep Willard	9401 Willard Ave, Cleveland, OH 44102	7:35 AM	8:00 AM	3:15 PM	315 (K-3 and 5-6)

All figures given for student counts, routes, and/or lengths of routes are based on estimated data available for the 2018/2019 school year, and are subject to changes prior to the start of the school year.

In addition to the above listed schools, there may be an opportunity to service additional locations or less locations. More details on this extension will be available post contract with the selected vendor.

### **1: ROUTES & SCHEDULES**

Each ACCEL and Breakthrough school will provide to the successful Contractor and CMSD a complete listing of eligible passengers along with their home address, grade, and school assignment. In addition, the ACCEL and Breakthrough school shall make arrangements to update such listings for the Contractor and CMSD during the school year and over the summer recess with respect to additions and deletions of students requiring transportation. ACCEL and Breakthrough will make available to the successful Contractor a listing of approved guidelines for pupil transportation within the area, along with a complete listing of approved walking zones for each school. In general, routing is for students outside of a 1-mile walking distance of the respective school and not exceeding 30 minutes of travel in the most direct route from the



registration address to the school location. Stops shall be routed within a .25-mile walking distance from the designated student's address.

All routing shall become the responsibility of the Contractor, subject to CMSD approval. Routing software, e.g. Transfinder, is necessary to plan efficiency of service. Contractor, will have and maintain, at Contractor's cost, routing software.

Routes developed by the contractor are to be completed by July 15, and submitted in hard copy and electronically each year of the contract to each respective ACCEL and Breakthrough school for approval with a copy to CMSD. Routes will indicate a route number, bus number, all stop locations, estimated number of passengers, estimated stop times at each stop location and start and end time for the route. ACCEL and Breakthrough will cooperate with the contractor by approving the routes or suggesting needed changes in a reasonable and timely manner.

Conflicts regarding eligibility of riders and stop locations will be decided by ACCEL and Breakthrough or its designee. The contractor agrees to abide by all decisions of CMSD in this area. CMSD has the right to intercede regarding issues of routing conflicts. All schedules shall be in keeping with safety to school children as to deliver students within a reasonable time, as determined by ACCEL and Breakthrough, prior to the start of school and as to deliver them to their respective stops within a reasonable time, as determined by ACCEL and Breakthrough, after the final loading of the bus. Contractor and Contractor's staff will provide and maintain, for all drivers, up to date student names and if available addresses, of all students assigned to their routes. Drivers will maintain student confidentiality at all times. Contractor will immediately provide ACCEL and Breakthrough with such student logs when requested.

Contractor will notify registered rider families in a timely manner of the scheduled route stop location, AM/PM times and bus identification information prior to routes starting at the start of the school year, and in a reasonable timeframe prior to route changes take effect. Additional routing changes throughout the school year will be collaborative between Contractor, CMSD and the central office of ACCEL and Breakthrough.

## **2: SAFETY PROGRAM**

The Contractor shall plan and administer a safety program in conformance with the State of Ohio laws and regulations. The safety program must include, but is not limited to the following:

### **Bus Drivers**

1. All driver applicants must meet acceptability requirements as indicated in the State of Ohio laws and Ohio Department of Education Regulations.
2. All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, special education needs, rules and regulations, and first aid.
3. All drivers must participate in a defensive driving course as certified by the National Safety Council or an equivalent certifying organization.
4. All drivers must be reviewed after thirty (30) days of employment and at least annually thereafter, as well as annually be given a review course on rules, regulations, safety, and first aid.

5. The Contractor, at Contractor's expense, shall investigate the driver's criminal record and Motor Vehicle Record (herein known as "MVR") with the State of Ohio prior to hiring. MVR checks shall be conducted at least every six (6) months thereafter.
6. Driver's shall pass a physical examination (including drug screening) prior to hiring and thereafter as required by law.
7. A safety program for personnel will be conducted each month.
8. **The contractor shall hire and train no less than 15% additional bus drivers for back-up.**

### **Students**

1. The Contractor must assist and participate with the individual ACCEL and Breakthrough school in providing safety programs as needed for their students.
2. All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.
3. Contractor must provide training to the students of the ACCEL and Breakthrough schools on the proper boarding, disembarking, bus riding procedures, and evacuation procedures at least twice per year.
4. The bus driver must continually monitor the behavior of all students to insure safe bus riding procedures are being followed. If not, the ACCEL and Breakthrough schools must be notified immediately, **through referral to schools on behavioral issues.**
5. *Each school* defines specific grade and age requirements for mandating parental/guardian receiving of students at the bus stop for drop off. Company will be required to comply with the requirements of each schools and when required return appropriate students to the school. Specific notifications and communication requirements may accompany the process for returning students to the schools.

The Contractor agrees that school administrators or designated staff may, from time to time, ride a bus or otherwise observe the general operation of the bus service. Where agreed upon, contractor will provide an aid to ride on a specified bus or buses during the route to assist in student management.

Contractor will be required to notify by email, robo/automated call and robo/automated text (where appropriate), families, ACCEL central office and Breakthrough central office, when issues are identified that impact route service, including but not limited to tardiness, accidents, missed stops, equipment problems, and any other items that ACCEL and Breakthrough identify as necessary for communications

### 3: PERFORMANCE MANAGEMENT

It is expected that the winning contractor will perform at a high-level of service. This service must include the following items at a minimum:

- A bus must be available in good working condition for each designated route for all days of service.
- All buses must meet Ohio Department of Education & Ohio Department of Transportation Regulations.
- No route is to be missed as a result of equipment and/or personnel shortages. It will be the responsibility of the selected contractor to ensure that appropriate backup equipment, and trained staff are available to fill in to complete service at all times.
- It is required that all equipment be equipped with a camera recording system with sound, as well as GPS tracking and recording.
- Company will be required to retain no less than seven (7) days of video recording from each camera for the time of service. CMSD, ACCEL and Breakthrough may request video recording for review within no more than 5 business days of the recorded date/time. Company will have no more than 1 business day to provide requested video to CMSD, ACCEL or Breakthrough once requested.
- Routing must be designed to get the maximum possible usage out of the equipment. Underutilized equipment is not acceptable during the service.
- Regular reviews by ACCEL and Breakthrough, CMSD and the vendor for the routing will be required to ensure that maximum usage of the equipment continues throughout the year. This is to occur at a minimum quarterly (prior to the start of each new quarter of the school year). Upon review, adjustments of the routes and/or equipment will be made. A key element of the reviews are current rider attendance records.
- Where necessary, ACCEL and Breakthrough may wish for the contractor to supply Bus Aids (at no additional cost to CMSD) to ride on the routes. This would be at an agreed upon level at the time of contract, and flexible for changing throughout the life of the contract.
- The winning vendor will be required to deliver on a weekly basis the following tracking data:
  - **Company will be required to provide weekly data reports (in MS Excel format [template to be provided]) to ACCEL and Breakthrough with a copy to CMSD identifying ridership information, including but not limited to student counts, attendance records, travel times and/or miles, bus identification, referral counts, and other data that is deemed required by CMSD, ACCEL and Breakthrough.**
  - Ridership information:
    - Per school, per bus, per day:
      - Number of students picked up and dropped at the school for morning route
      - Time that bus arrived at the school location.
      - Number of students transported from the school to route stops for afternoon shift
    - Student write-ups, by student:
      - Write-up document for behavior incidents per incident to include the following information at minimum:

- Student name
  - Bus route & number
  - Service route (AM -vs- PM)
  - Date / Time
  - Incident detail (what happened)
  - Action taken (if any)
  - Name of driver
  - Name of any other adult that was on the bus at the time of the incident
- All weekly reporting will be delivered to the designated ACCEL and Breakthrough representative with a copy to CMSD representative no later than the end of business on the first business day of the week for the previous week service.
  - The winning vendor will be required to deliver on a daily basis the following tracking data:
    - AM/PM student attendance by student name
  - The winning contractor will be required to include accountability in the final contract for decreased and/or non-performance with reasonable and agreed upon cure notifications, corrective action plans and time periods.

#### **4: TERM OF CONTRACT, DECREASE IN SERVICE & TERMINATION**

The contract will be for a term of one (1) year or up to three (3) years with consideration for a renewal without bid based on performance and compliance with the contract.

Should a charter and/or contract for ACCEL and Breakthrough to operate a school that is included in this contract is revoked for any reason, a decrease of service will be executed from the contract for the respective school or schools. The contract amount will be decreased at a total cost associated to the service being removed as a result of ACCEL and Breakthrough losing the right to operate the respective school.

If the contractor breaches the contract for performance or any other reason, CMSD will notify the contractor in writing of the breach. After a reasonable cure period, CMSD may cancel the contract should the performance and/or other breach is not corrected. CMSD will also have the right to cancel the contract should the same breach occur more than two (2) times during the contract without an acceptable and agreed upon cure is executed by the contractor.

#### **5: EVALUATION FACTORS**

Mandatory Requirements:

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

#### Comparative Assessment:

After determining that a proposal satisfies the mandatory requirements stated in this RFP, the comparative assessment of the relative benefits and efficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this RFP shall be based on the lowest responsible bid and best proposal received in accordance with the evaluation criteria stated below:

**Cost:** 45% - Total cost of proposal is for usage of school bus.

**Reliability:** 15% - A description of any safety programs implemented by the contractor. Inspection records and model year of the vehicles under the control of the contractor.

**Experience:** 10% - The previous experience of the contractor in transporting pupils. The name of each transportation company of which the contractor has been an owner or manager. A record of accidents in motor vehicles under the control of the contractor.

**Expertise of Personnel:** 10% - The driving history of employees of the contractor.

**Operational Plan:** 10% - Documentation of compliance with motor vehicles insurance requirements.

**Financial Stability of Proposer:** 10% - A financial analysis.

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.

Cleveland Metropolitan School District (CMSD) reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of CMSD to do so. The contract will be awarded, if at all, to the lowest responsible bidder meeting RFP specifications as determined by CMSD. Please note that the “lowest” cost bid is not the only consideration and the winning bidder may not be the “lowest” cost bid. Bids should be submitted on the premise that CMSD intends to contract as a multiple unit, and that the proposal must be acceptable to CMSD. While the financial responsibility of the bidder is a significant concern, CMSD is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with RFP. CMSD reserves the option to award student transportation bus service to multiple vendors for all campus locations or each campus location may be awarded separately. As such please be sure to separate out cost of each campus location in your proposal.

## **6: GENERAL TERMS & CONDITIONS**

**COMPLIANCE WITH LAWS:** The Contractor must adhere to all laws and policies of the State of Ohio and CMSD and shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.

**PERMITS, LICENSES & CERTIFICATIONS:** Contractor will secure and maintain in force all required licenses, permits and certification to operate such business in the State of Ohio, as well as all local counties, townships, communities where service will be provided.

**SUB-CONTRACTS:** Contractors shall bid on all routes in connection with these specifications. It is unacceptable to CMSD for the company to sub-contract any portion of the routes to other contractors **without written approval and agreement from CMSD.**

**HOLD HARMLESS CLAUSE:** The Contractor will agree to indemnify, hold harmless and defend the CMSD, ACCEL and Breakthrough Officers of the organization, all ACCEL and Breakthrough schools, their Boards of Education, and all administrators, employees, agents, or servants of ACCEL and Breakthrough, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses and attorney’s fees, in any manner, caused by, arising from, incidental to, connected with or growing out of the operation of a contract.

**COLLUSIVE BIDDING:** The Bidder certifies that their bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

**PERSONNEL:** Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him/her by the State of Ohio, and holding a school bus driver’s license issued to him/her by the State of Ohio, driver shall follow the normal and usual instructions and requirements of ACCEL and Breakthrough and the ACCEL and Breakthrough schools, and shall at all time comply with the motor vehicle laws of the State of Ohio, and all cities, villages, or other municipalities in which such vehicles may be operated and shall present such reports to aid ACCEL and Breakthrough as ACCEL and Breakthrough may request. It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character. The responsibility

for hiring and discharging personnel shall rest entirely upon the contractor. ACCEL and Breakthrough shall request in writing the removal of any driver from service who in their opinion is not suitable to operate a bus or provide service acceptable to ACCEL and Breakthrough. The Contractor shall underwrite all costs incurred to provide qualified drivers. Such costs shall include all training, background checks, physical examinations, license and permit fees, recruitment and any other related fees.

**REQUIRED RECORDS:** The Contractor shall maintain complete and accurate records of all trips provided and all miles traveled under this contract, all disciplinary actions, and such other reports the District may request and/or such other reports which may be required under all applicable laws.

**EMERGENCY CANCELLATION OF TRANSPORTATION:** The Contractor will follow ACCEL and Breakthrough procedures for emergency cancellation of transportation in those cases where weather conditions or other emergency conditions may preclude the movement of buses or be a safety concern.

**CANCELLATION:** In the event either ACCEL and Breakthrough or Contractor shall willfully violate any of the covenants or duties imposed upon by an Agreement, such willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the contract defined appropriate written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated. More information on cancellations can be found in Section 13: Term of Contract, Decrease of Service and Termination below.

**CONTRACTOR NOT AN AGENT:** The Contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent Contractor furnishing transportation services to ACCEL and Breakthrough.

**SUPERVISION OF LOADING AND UNLOADING:** The Contractor agrees that the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points and the Contractor will provide office operation for reporting transportation problems.

**STUDENT MANAGEMENT:** Rules and regulations regarding bus passenger discipline shall be given to each student and to the Contractor by ACCEL and Breakthrough. When a passenger causes an undesirable situation on any bus, the driver shall report passenger's name and/or description of the situation to his supervisor, who shall, no later than the following day, turn in a report to ACCEL and Breakthrough. All vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, ACCEL and Breakthrough will assist the Contractor in receiving reasonable restitution for damaged equipment when appropriate.

**OPERATING EXPENSE:** The Contractor shall provide and compensate its drivers and other personnel and pay all expenses pertaining to operating the buses, such as State license, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, washing, and fuel.

**FUEL & FUEL STORAGE:** The Contractor shall provide fuel for the operation of the buses under this contract. To provide the lowest fuel expense and greatest fuel economy, all buses provided by the Contractor for service under this contract must be powered by diesel engines. The

Contractor will be responsible for compliance with all State and Federal Environmental Protection Agency (EPA) guidelines, rules and regulations concerning bulk fuel storage.

**EQUIPMENT:** An automated operation/maintenance recording system for each vehicle and vehicle category shall be in place to provide a basis for optimum fleet management. The Contractor will be responsible for maintaining these records. It is required that all equipment be equipped with video recording devices and GPS tracking devices. Data from these devices will be made available to ACCEL and Breakthrough and CMSD upon request. The selected vendor will be responsible for storage of the equipment during non-transportation hours at their own expense.

## 7: PERFORMANCE BOND

There is not a performance bond requirement for this RFP or contract.

## 8: INSURANCE

Winning Contractor shall carry, pay for, and keep in force, with a company or companies licensed to do business in the State of Ohio, comprehensive general liability and comprehensive automobile liability. The Contractor shall provide Workers Compensation Insurance for its employees in statutory limits. The policy of liability insurance will carry an endorsement upon the face showing CMSD, Officers of CMSD administrators, employees, agents and servants of the schools, individually and severally, as additional insured under the policy.

The Contractor shall present and maintain current certificates of insurance throughout the term of the contract to CMSD giving evidence of the insurance coverage. A Certificate of Insurance or other evidence of insurability must be submitted with proposal. A Certificate of Insurance must be submitted annually to CMSD, upon renewal or upon obtaining a new insurance company, throughout the life of this transportation agreement. Each insurance company shall agree not to terminate their coverage without thirty (30) days written notice to CMSD and to the Contractor, and to include this clause in the insurance policy and in the certificate of insurance.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of CMSD as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of Workers' Compensation.

The policy naming CMSD as additional insured shall:

- be an insurance policy from a rated "secured" or better, State of Ohio admitted insurer;
- provide for 30 days' notice of cancellation;
- state that the organization's coverage shall be primary coverage for CMSD, its Officers, employees and volunteers.
- state that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct.



- CMSD shall be listed as an additional insured by endorsement. The certificate must state that an endorsement is being used. A copy of the endorsement shall be included with the certificate of insurance.

The contractor/permittee agrees to indemnify CMSD for any applicable deductibles. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

Required Insurance:

- Commercial General Liability Insurance \$5,000,000 per occurrence.
- Automobile Liability \$5,000,000 combined single limit for owned, hired and borrowed and non-owned vehicles.
- Workers' Compensation Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

Contractor/permittee acknowledges that failure to obtain such insurance on behalf of CMSD will constitute a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to CMSD. The contractor/permittee will provide CMSD with a certificate of insurance, evidencing the above requirements have been met, prior to commencement of work or use of facilities.

## Section IX: RESPONSE COMPONENTS & STRUCTURE

To ensure that all Proposals are evaluated in an equivalent fashion, Bidders must submit a Proposal that corresponds to the sequence and format outlined below. The Bidder should ensure that its Proposal clearly explains all issues and questions addressed in this Section. In responding, it is at the discretion of the Bidder to expand upon topics.

Any proposal not providing the required information, or not conforming to the format specified in this RFP, may be disqualified on that basis. Incomplete proposals or proposals submitted after the submission deadline may not be considered.

EACH PROPOSAL SHALL CONTAIN THE FOLLOWING SECTIONS:

- A. Company Information
- B. Experiences and References
- C. Business Stability
- D. Organization and Staff Capacity
- E. Service Delivery Plan
- F. Quality Assurance Plan
- G. Training Plan
- H. Proof of Insurability
- I. List of Exceptions
- J. Bid Pricing
- K. Additional Capabilities (If Applicable)
- L. All District Related Forms
  - a. Taxpayer ID
  - b. No Proposal Form (if applicable)
  - c. Certificate of Debarment
  - d. Conflict of Interest
  - e. Proposer Qualification Form
  - f. Non-Collusion Affidavit
  - g. DBE Forms- A, B, C, D, E, F & G
  - h. EOA Contractual Declaration Forms 1 &2
  - i. Employment Data Form
  - j. Addendum Acknowledgement
  - k. References

### ***Section A: Company Information***

Provide information about your company. Include contact information and any other relevant information.

### ***Section B: Experiences and References***

To demonstrate the company's experience with similar schools or larger schools, and experiences in the education sector, include:

- A. Summary Description of company and relevant experiences, as well as that of any strategic partners, if applicable.
- B. A list of reference clients served within the past five years (preferably schools); please include contact information (name, address, email, phone number).

### ***Section C: Business Stability***

To provide documentation of sufficient financial soundness and capacity to provide the services and carry out the contractor's requirements and obligations under this RFP and the subsequent contract, please provide:

- A. A company financial report for the most recent fiscal year, or explanation of unavailability and equivalent alternative financial documentation.
- B. Documentation of company legal operating status. Provide copies of all relevant certificates or disclosures.

### ***Section D: Organization and Staff Capacity***

To demonstrate how personnel will manage, supervise and perform the services and communicate with CMSD, ACCEL and Breakthrough effectively to maintain a high standard of services, please include:

- A. Description of experience and qualifications of key personnel providing the services with clear explanation of personnel roles and responsibilities. Include personnel responsible for work order completion, hiring/training, employee management, quality assurance, issue resolution/customer service, billing, compliance and documentation. For all personnel, describe planned level of effort, anticipated duration of involvement and on-site availability, and tenure with the contractor.
- B. Description of management and reporting relationships. Provide detailed organizational chart.

### ***Section E: Service Delivery Plan***

To demonstrate how the bidder will effectively perform the services specified in this RFP, while demonstrating understanding of ACCEL's/Breakthrough's mission, values, and activities as a charter school network, please include:

- A. Description of how the bidder will provide all aspects of each service as specified; include detailed plan explaining how bidder will perform and document specific routine services with reference to the service requirements specified in this RFP.
- B. Bidder's staffing model (i.e., #of FTEs, shifts, etc.), staff allocation and scheduling of services provision; explain how staffing and scheduling will align with ACCEL's/Breakthrough's schedule.
- C. If applicable, description of any additional services that will be provided at cost, by the contractor above and beyond the minimum basic services specified in this RFP.

### ***Section F: Quality Assurance Plan***

To demonstrate how the bidder will ensure quality of service, please include:

- A. Description of how the bidder will monitor, measure and ensure service quality, safety and reliability; include detail on bidder's methods/program quality assurance (e.g. work standards, inspections, resolution of unacceptable work, staff timesheets, safety issues log, other relevant systems).
- B. Bidder's methods to document and ensure timeliness and responsiveness in addressing urgent, non-urgent, safety-related and/or non-safety related items as specified in this RFP and is identified at any time by ACCEL and Breakthrough.
- C. Bidder's methods to ensure and document required safety practices (e.g. Safety Plan).
- D. Descriptions of how the bidder will keep ACCEL and Breakthrough leadership and relevant staff informed of service quality, and maintain high customer service standards.

### ***Section G: Training Plan***

To demonstrate contractor's capacity and quality of training provided to employees, please include:

- A. Evidence and description of scope of bidder's formalized in-service training and educational programs and requirements for all employees, including a detailed list of orientation, training, subject and other ongoing job training subjects.
- B. Description of how the bidder will ensure effective employee recruiting and/or staff transition, and conduct employee training and safety programs

### ***Section H: Proof of Insurability***

To demonstrate contractor's ability of insurance obligations, please provide proof of insurance in the amounts outlined in the Insurance Requirements.

### ***-Section I: List of Exceptions***

If applicable, submit a detailed list setting forth any requested exceptions, including explanations, to the RFP (i.e., of specific services that will not be provided by the bidder, and justifying reasons).

### ***Section J: Bid Pricing***

Provide firm bid pricing information with a breakdown of specific costs for services outlined in this RFP. Please include:

- A. A billable rate for routine services (by bus, by day).
- B. Rate to perform any additional services (such as field trips).

***Section K: Additional Capabilities (if applicable)***

If applicable, description of any other resources to be provided by the contractor which would enhance the contractor's ability to carry out the services (cost savings guarantees, etc.).

***Section L: All District Related Forms***

There are a number of REQUIRED forms identified in the RFP that must be completed by the service provider. These forms must be completed, signed as described in the text and included in the service provider response. These forms include:

- Taxpayer ID
- No Proposal Form (if applicable)
- Certificate of Debarment
- Conflict of Interest
- Proposer Qualification Form
- Non-Collusion Affidavit
- DBE Forms- A, B, C, D, E, F & G
- EOA Contractual Declaration Forms 1 &2
- Employment Data Form
- Addendum Acknowledgement
- References

## Section X: Bid Form #21247

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 Transportation for Public Community Schools Students 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. The term of this Agreement will be from through pending authorization of funds and resolution approval at the discretion of the District. There are two (2) one year renewal options for this agreement. Renewal Option 1 is for the 2019-2020 School Year beginning July 1, 2019 through June 30, 2020. Renewal Option 2 is for the 2020-2021 School Year beginning July 1, 2020 through June 30, 2021.

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### **Bid Pricing Required For:**

A. A billable rate for routine services (by bus, by day) \$ \_\_\_\_\_

B. Rate to perform any additional services (such as field trips). \$ \_\_\_\_\_

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*Please complete the signatory requirement below*

Company Name: \_\_\_\_\_

Representative: \_\_\_\_\_  
(Print Name) (Title)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No: (\_\_\_\_) \_\_\_\_\_ Fax No: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## **Appendix A: District Related Forms**

### **Required Purchasing Division Documents and Instructions**



**Section I: Addendum Acknowledgement Form for RFP #21247**

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 III: 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 IV: Taxpayer ID Form

Form <b style="font-size: 1.5em;">W-9</b> (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0; font-size: 0.9em;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	<b>Give Form to the requester. Do not send to the IRS.</b>
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Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC                         <input type="checkbox"/> C Corporation                         <input type="checkbox"/> S Corporation                         <input type="checkbox"/> Partnership                         <input type="checkbox"/> Trust/estate                 </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____                 </p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____                 </p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: 0.8em;">(Applies to accounts maintained outside the U.S.)</p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p> <p style="text-align: right;">Requester's name and address (optional)</p>
--	---

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## Section V: No Proposal Form

**RFP #21247**

**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 VI: 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 VI: Certificate of Debarment Pg. 2

- 2 -

### 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 VII: 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 VIII: 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: \_\_\_\_\_

**Section IX: State of Ohio Insurance**

**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 X: Sample Certificate of Liability Insurance

## Sample: Acord Certificate of Insurance



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
INSURED	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____												
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC																		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____												
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ _____	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <tr> <th style="width: 5%;">WC STATU-TORY LIMITS</th> <th style="width: 5%;">OTH-ER</th> <th style="width: 90%;">LIMITS</th> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>E.L. EACH ACCIDENT \$ _____</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>E.L. DISEASE - EA EMPLOYEE \$ _____</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>E.L. DISEASE - POLICY LIMIT \$ _____</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	LIMITS	<input type="checkbox"/>	<input type="checkbox"/>	E.L. EACH ACCIDENT \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	E.L. DISEASE - EA EMPLOYEE \$ _____	<input type="checkbox"/>	<input type="checkbox"/>	E.L. DISEASE - POLICY LIMIT \$ _____
WC STATU-TORY LIMITS	OTH-ER	LIMITS																	
<input type="checkbox"/>	<input type="checkbox"/>	E.L. EACH ACCIDENT \$ _____																	
<input type="checkbox"/>	<input type="checkbox"/>	E.L. DISEASE - EA EMPLOYEE \$ _____																	
<input type="checkbox"/>	<input type="checkbox"/>	E.L. DISEASE - POLICY LIMIT \$ _____																	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)																			

**CERTIFICATE HOLDER**

**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**Section XI: 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 XII: Diversity Business Enterprise Program and Participation Forms

### 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

**1: 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)

## 2: 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.

### 3: 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: \_\_\_\_\_

4: 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



**5: 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*

**6: DBE Form F**

**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 \_\_\_\_\_

## 7: DBE Form G

**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.

**8: DBE Form H**

**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 XIII: EOA Contractual Declaration Forms

### 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.

### Form 3: 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 red 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: \_\_\_\_\_

Section XIV: Supplier Contract Sample

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

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 201\_, by and 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)*; provided, however, that the District may terminate this Agreement without obligation and without cause by giving fourteen (14) days written notice to the Supplier under the Termination for Convenience clause below.
3. **COMPENSATION.** Subject to the terms and conditions of this Agreement, the District agrees to

pay the Supplier an amount not to exceed:

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ).  
*spell out dollar amount* *numeric amount* *dollar*

4. **PAYMENT FOR THIS CONTRACT SHALL BE:**

\_\_\_\_\_ Dollars (\$) \_\_\_\_\_ ).  
*spell out dollar amount* *numeric amount* *dollar*

payable as follows (*state payment terms*):

Payment rendered may be within ninety (90) days after the District receives an invoice from the Supplier together with a detailed summary of the equipment, supplies, goods, services and deliverables provided.

Supplier will submit periodic invoices describing any services, equipment, supplies, goods, and deliverables provided, the amount of each service or item, and any documentation and program reports requested by the District to prove that the service was actually provided. Failure to provide proof of the service actually being provided, upon the District’s request, shall excuse the District of paying for the invoiced services.

Supplier is not entitled to payment of contract proceeds if equipment, supplies, goods, services and deliverables under this Agreement are no longer needed, required, requested, received, or should this Agreement be terminated by the District with or without cause.

The District’s obligations as to payment remain conditioned upon Supplier providing equipment, goods, supplies, services and deliverables in accordance with this Agreement in a reasonably prudent manner. Should the Supplier fail to provide equipment, goods, services and deliverables in accordance with this Agreement either in full or in part, the District maintains the right to refuse future payments, as well as the right to recoup payments already tendered for any services that have been performed or any defective item provided. The District is not liable in any manner for expenses incurred by the Supplier through its utilization of third-party Suppliers or Contractors.

5. **FUNDING SOURCE.**

	FD_				FN		SC		PG
<i>Fund</i>		<i>Cost Center</i>		<i>Function</i>		<i>Spend Category</i>		<i>Program</i>	
<i>Additional Worktags</i>					<i>Additional Worktags</i>				

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)**

**CLEVELAND MUNICIPAL SCHOOL DISTRICT**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: Supplier

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Section XV: 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: \_\_\_\_\_