



SPECIFICATIONS, INSTRUCTIONS AND BID SHEETS

FOR

INVITATION TO BID #21281

Furnish and Delivery of Fresh Bakery Products - Re-Bid

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

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Section I: Notice of Invitation to Bid #21281

Separate Sealed bids for the requirement set forth below will be received via hand delivery in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, 1st Floor Welcome Center, Cleveland, Ohio 44114 or via mail delivery to Cleveland Metropolitan School District located at 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 until **1:00 p.m. current local time on June 7, 2019**. This ITB will be opened immediately following the Bid cutoff time at 1111 Superior Avenue E, Cleveland, Ohio 44114.

Furnish and Delivery of Fresh Bakery Products - Re-Bid

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

There will be a Pre-Bid Meeting for this Invitation to Bid on **May 20, 2019 at 3:00 PM**. The Pre-Bid Meeting will be at East Professional Center 1349 East 79th Street Cleveland, Ohio 44103. Attendance at the Pre-Bid Meeting is encouraged but not mandatory.

All questions and correspondence related to this ITB must be submitted in **WRITING ONLY** by **12:00 p.m. on May 22, 2019** at the email address given above. All questions with corresponding answers will be sent to every prospective vendor and posted on the website no later than **May 30, 2019**. Any errors and/or omissions reported will be addressed via Addenda.

A certified check for 10% of the total amount of the bid payable to the Treasurer of the Cleveland Metropolitan School District, or a satisfactory bid bond executed by the bidder and a Surety company shall be submitted with each bid on a form supplied by the bondsman. The Surety Company must be licensed to do business in the State of Ohio and acceptable to the Chief Financial and Administrative Officer. The successful bidder will be required to furnish a satisfactory performance bond amounting to 10% of the contract amount.

No bid 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 Bids, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional Bids.

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.

The new Uniform Grant Guidance, 2 CFR200 (UGG) went into effect for Cleveland Metropolitan School District (CMSD) on July 1, 2018 and will apply to awards or funding increments issued on or after this date. Purchases funded by federal grant funds must adhere to regulations found in Uniform Guidance "Super Circular", 2 CFR 200 (UGG), as a condition of receiving funds and to meet annual audit compliance. In an effort to keep policy for all grants consistent, the CMSD has implemented the new federal guidelines regarding procurement utilized with federal grants immediately.

Bidders 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 10, 2019

Section II: Instructions to Bidders

Furnish and Delivery of Fresh Bakery Products

1. All Bids shall be made upon the Bid Form(s) furnished. All information requested in the bid and in the bid package must be filled in legibly and completely with blue ink signatures, or the bid may be considered non-responsive. No oral, telephonic or telegraphic bids or modifications will be considered. The **Bid Name and Bid Number** must be stated on the exterior of the submission envelope(s), including shipping labels.
2. Bids are due at the Cashier's Office of the Board of Education, Cleveland Metropolitan School District, Administration Building, 1111 Superior Avenue E, Suite 1800, Cleveland Ohio, 44114, on or before **1:00 p.m.** current local time on **June 7, 2019**. Bid will be opened publicly.
3. All submissions must include **One (1) original, with blue ink signatures, two (2) copies, and one (1) electronic format bid on a USB flash drive.** Vendors not complying with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their Bid will be **disqualified**. This applies to **copies only**.
4. No Bid may be withdrawn for at least ninety (90) days after receipt of bids at **1:00 p.m.** current local time, on **June 7, 2019**.
5. Written questions may be directed to the Purchasing Division via email to: **seletha.thompson@clevelandmetroschools.org**. The District will **NOT ACCEPT** any telephone calls regarding any of the submittals and/or "short lists." Under no circumstances should any firm interested in providing the services identified in this Bid, their designees, or anyone affiliated with their firm, contact any other District employee or official during the Bid process, in an attempt to lobby or influence the selection of a vendor pursuant to this Bid. No oral, telephonic, telegraphic, or electronic modifications will be considered. All materials submitted are as is.
6. The Cleveland Metropolitan School District reserves the right to reject any and all Bids, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional bids.
7. Bidder understands and agrees that subsequent to submission of the Bid, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the bidder.
8. Bidder understands and agrees that any such District resolution operates only to encumber funds necessary for the project and does not create a binding contract.
9. Bidder further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
10. Bidder acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
11. Bidder 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 bid.

12. Bidder 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.
13. Each and every page must have the bidder's company name in the header or footer.
14. No binding of any kind should be used: use only binder clips. No staples, No paper clips, No binders, No tabs should be used; use colored paper to separate Sections. Failure to comply with submission formation may result in the submittal being disqualified.
15. Any and all changes must be initialed by the bidder.
16. The District reserves the right to award the bid in whole or in parts, by item, by group of items, to a single vendor; or to multiple vendors, where such action serves the best interests of the District.
17. This Bid should be submitted before **1:00 p.m.** current local time, **June 7, 2019** to the Cleveland Metropolitan School District, Cashiers Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800 Cleveland, Ohio 44114, the submission to include **One (1) original, with blue ink signatures, two (2) copies, and one (1) electronic format bid on a USB flash drive** of the following:
 - a. Completed Bid Form including evidence of State certification to perform the work required.
 - b. Signed Acknowledgement for Instructions to Bidders.
 - c. Completed and notarized Bidder's Qualification Form.
 - d. Signed Conflict of Interest Form
 - e. Completed and notarized Non-Collusion Affidavit.
 - f. Completed and notarized EOA Compliance Declaration documents.
 - g. Completed and notarized Diversity Business Enterprise Participation Forms.
 - h. Properly executed Affidavit and/or Company Board of Directors Resolution authorizing certain person to sign legal documents such as the Bid Form, Bidder's Qualification Form, etc.
 - i. Completed Debarment Form
 - j. A certified check for 10% of the total amount of the bid payable to the Treasurer of the Cleveland Metropolitan School District, or satisfactory bid bond executed by the bidder and a Surety company shall be submitted with each bid on a form supplied by the bondsman
18. Bidder shall not include Ohio Sales Tax in the price quoted. The Cleveland Metropolitan School District will provide tax exempt certificate to the successful Bidder upon request.
19. **SECURITY**

Vendor's workmen, foremen, other personnel, and subcontractors on CMSD sight will be required to meet Cleveland Metropolitan School District security requirements. Contractor must issue personnel

I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off 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).

20. INSURANCE

The successful company, their subcontractors and suppliers of labor and/or materials for providing Repair Services for 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
\$1,000,000.00 Limit of Liability | - | including limited contractual liability
(per occurrence) |
| b. Automobile Liability
\$1,000,000.00 Limit of Liability | - | including non-owned, and hired
(per occurrence) |
| c. Workers Compensation | - | Workers compensation and employer's
Insurance to the full extent as required |
| d. Professional Liability
\$1,000,000/ \$3,000,000 | - | By applicable law
per occurrence/in the aggregate |

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 shall 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 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.

21. 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 ITB for further information and requirements on the

District's diversity goals.

The diversity business goal for this ITB is: 20% Goods and Supplies

22. ADVERTISING

In submitting a bid, Vendors agree, unless specifically authorized in writing by an authorized representative of CMSD on a case by case basis, that it shall have no right to use, and shall not use, the name of Cleveland Metropolitan School District, its officials or employees, (a) in any advertising, publicity, promotion, nor (b) to express or imply any endorsement of Agent's services.

23. The term of this agreement will begin on immediately upon selection, approval and contract execution through completion to the lowest responsive and responsible vendor. The Contract Documents consist of the following:

- a. All Purchasing Documents set forth in Part I herein;
- b. Certified Purchase Order or Supplier Contract to be issued to Lowest Responsive and Responsible Bidder;
- c. Specifications herein;
- d. Notice to Bidders;
- e. Instructions to Bidders;
- f. Bid Form;
- g. Bid Guaranty;
- h. All applicable addenda, attachments, and exhibits hereto.

The awarded Bidder shall perform all Work described in the Contract Documents, including without limitation, all terms and conditions of the specifications contained herein or otherwise stated in the bid documents and reasonably inferable therefrom by the Bidder as necessary to produce the results intended thereby for specifications and scope of work requested herein by the District.

Bids will be evaluated, first, as responsive or non-responsive to the Bid specifications. A preliminary review will be conducted of all bids submitted on time to ensure the bid adheres to the mandatory requirements specified in the Bid. Bids that do not meet the mandatory requirements will be deemed non-responsive and may be rejected. CMSD reserves the right to select the bid which most closely meets the requirements specified in the Bid. Second, the bids will be evaluated based on the information presented in the bid. The Bid will be awarded to the lowest responsive and responsible vendor

CMSD reserves the right to reject all bids and deviate from this purchasing process to utilize other purchasing mechanisms available to the district under Ohio Law. Scope review and follow-up discussions with the apparent low bidder may be requested. CMSD reserves the right to interview or to seek additional information related to criteria already specified in the Invitation to Bid after opening the bids prior to issuance a certified Purchase Order or Supplier Contract.

Part 1: District Related Forms

Required Purchasing Division Documents and Instructions

Section I: Addendum Acknowledgement Form for ITB #21281

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: _____

Failing to acknowledge a published Addendum may cause your bid to be rejected.

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 ITB 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 IV: Taxpayer ID Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p style="margin: 0;">Give Form to the requester. Do not send to the IRS.</p>
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: 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 not 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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

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.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
OR				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; 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.

Sign Here	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.

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

ITB #21281

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 ITBs, 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 ITB.

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 ITB, 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 ITB.

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 INSURED	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ _____ 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 INSR	SUBR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COM/POP AGG \$ _____ \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OF FIRM/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ 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 ITB.
 - 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 stopping 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: _____ Dated: _____
(printed)

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 at 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 ITB)

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 join 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 _____ day of _____ 201_, by _____ and
this _____ between

Supplier Name

Address, City, State, Zip

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

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

(State Purpose)

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

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

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

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

_____ Dollars (\$ _____).
spell out dollar amount numeric amount dollar amount

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 ITB 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: _____



Part 2: Specifications and Forms

#21281

Furnish and Delivery of Fresh Bakery Products – Re-Bid

FOR THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT

Section A: Specifications

DIVISION 1
CHECKOFF SHEET
(FRESH BAKERY PRODUCTS)

		YES	NO
1.	BID BOND 10% of Total Bid, Attached	<input type="checkbox"/>	<input type="checkbox"/>
	-OR-		
2.	CERTIFIED or CASHIER'S CHECK 10% of total Bid Attached, If Applicable	<input type="checkbox"/>	<input type="checkbox"/>
3.	CONFLICT OF INTEREST FORM Completed, Notarized, and Attached	<input type="checkbox"/>	<input type="checkbox"/>
4.	ACKNOWLEDGEMENT FORM Completed, Signed and Attached	<input type="checkbox"/>	<input type="checkbox"/>
5.	BIDDERS QUALIFICATION FORM Completed, Signed and Attached	<input type="checkbox"/>	<input type="checkbox"/>
6.	DISCLOSURE STATEMENT Completed, Signed and Attached	<input type="checkbox"/>	<input type="checkbox"/>
7.	NON-COLLUSION AFFIDAVIT FORM Completed, Notarized, and Attached	<input type="checkbox"/>	<input type="checkbox"/>
8.	AFFIDAVIT Completed, Notarized and Attached	<input type="checkbox"/>	<input type="checkbox"/>
9.	E.O.A. FORMS Completed, Notarized and Attached	<input type="checkbox"/>	<input type="checkbox"/>
10.	DBE FORMS Completed, Notarized and Attached	<input type="checkbox"/>	<input type="checkbox"/>
11.	STATE OF OHIO DEPARTMENT OF INSURANCE CERTIFICATE OF COMPLIANCE (When using a Bonding Company) Attached	<input type="checkbox"/>	<input type="checkbox"/>
12.	COMPLETED PRODUCT SPECIFICATION FORMS	<input type="checkbox"/>	<input type="checkbox"/>
13.	DISCOUNT PAGE Completed and Attached	<input type="checkbox"/>	<input type="checkbox"/>
14.	HEALTH INSPECTION REPORTS (Most recent) Attached	<input type="checkbox"/>	<input type="checkbox"/>
15.	OHIO DEPARTMENT OF AGRICULTURE BAKERY REGISTRATION	<input type="checkbox"/>	<input type="checkbox"/>

DIVISION 2

I. INTRODUCTION

- A. The District shall award this bid on an “all or none” basis to a single vendor
- B. Bidders are requested to bid on all items in the specifications.
- C. Bidders shall bid unit prices F.O.B., to various schools and Central Kitchen as applicable. The prices bid shall be for deliveries to sites as designated. All sites require deliveries for a ten (10) month period. If summer program or other feeding programs are scheduled, some site may require delivery for 12 months.
- D. All prices should be bid to a maximum of four (4) decimal places (\$.0000).
- E. Bidder shall show total for each category, if applicable, as well as a grand total on bid Summary form, S-1
- F. When a manufacturer or processor uses several brands or labels for the same item and quality level, all brands and their respective codes must be identified within the bid form where requested.
- G. The Cleveland Municipal School District reserves the right to request product labels, fact sheets, product specifications or packer standards of actual product proposed as deemed necessary.
- H. Care is to be taken in the completion of all bids. Emphasis on completeness, clarity of content, and following the format and instructions contained herein, will be essential for expediting the evaluation of bids received and for qualifying the bid as responsive. Decimal points are to be correctly positioned. All prices shall be entered in ink or typewritten. Case counts, box counts and other requested information must be complete and accurate. Cleveland Municipal School District's School Nutrition cannot be responsible for interpreting bids and product information which is submitted in a careless manner. Errors in bid preparation may render bid non-responsive. Mistakes may be crossed out, and corrections may be inserted adjacent and must be initialed in ink by the person signing the bid.

II. FAILURE TO SUBMIT BID

Vendor not responding with a bid should not return this solicitation. Instead, they should advise the Cleveland Municipal School District's Purchasing Department by submitting enclosed NO BID form letter, any vendor failing to respond to three (3) consecutive bids/proposals may be removed from the applicable vendor lists.

III. SCHOOL CALENDAR

The number of serving days in a school year is normally 175 to 180.

- the applicable school calendar is enclosed.
- the school calendar for the period covered by this bid is not available at this time, but will be furnished at a later date to those awarded related contracts.

DIVISION 2

IV. MANUFACTURERS REBATES AND ALLOWANCES

Manufacturers occasionally offer rebates on purchases of specific products. Successful contractors must notify the School Nutrition in writing of any such promotions that would entitle the Cleveland Municipal School District to a price reduction or rebate. The suppliers' invoice shall reflect the promotional allowance. For any rebates that would be refunded directly from the manufacturer, the contractor shall be accountable for completion of all rebate forms and forwarding to the School Nutrition within thirty (30) days at the completion of the months delivery. Sales literature or promotional materials identifying the products and quantities available for purchase in connection with price reduction and/or rebate must be provided to the School Nutrition by the successful contractor.

V. FEDERAL FUNDS

With compliance to Public Law 100-460, 85% of the total cost of the National School Lunch and Breakfast Programs will be financed with approximately \$20,000,000.00 in Federal Funds.

VI. METHOD OF PAYMENT/DISCOUNT

Every effort will be made for payment of invoices within SIXTY (60) days of receipt of invoice at the School Nutrition, East Professional Center, 1349 East 79th Street, Room 110, Cleveland, Ohio 44103.

**LIST DISCOUNT TERMS BELOW FOR EARLY PAYMENT
PLEASE FILL IN THE DISCOUNT OFFERED.**

10-20 DAYS DISCOUNT PERCENT _____

21-30 DAYS DISCOUNT PERCENT _____

31-40 DAYS DISCOUNT PERCENT _____

OTHER DISCOUNT TERMS _____

Vendor

Authorized Signature

Title

Bid Title

Date

DIVISION 3

I. AWARDING OF CONTRACTS

- A. For additional information regarding the method and manner of awarding contract, see Section I Introduction which information is incorporated herein by reference. Award shall be made to the lowest responsible and responsive bidder complying with the specifications and receiving an acceptable qualitative rating in sample evaluation if applicable.
- B. The Cleveland Municipal School District reserves the right to make awards on an individual item basis, by total category or on an 'all or none' basis.
- C. The Cleveland Municipal School District reserves the right to reject any or all, or parts of the bids.

II. DURATION OF CONTRACT

Furnishing and Delivering of Fresh Bakery Products to the School Nutrition under contract from July 1, 2019 through June 30, 2020 with two (2) one-year renewable option years (July 1, 2020 through June 30, 2021 and July 1, 2021 through June 30, 2022).

III. CONTRACT PERIOD

- A. The contract period will be from July 1, 2019 until June 30, 2020 with two (2) one-year renewable option years. Prices shall remain firm during the contract year.
- B. The contract shall expire on date listed above Paragraph 1; in the event that the Cleveland Municipal School District, prior to the above expiration date, has purchased the entire dollar amount of the merchandise, then the Cleveland Municipal School District shall have the option to purchase additional merchandise under the same terms and conditions and at the same unit price, for delivery through the stated expiration date.
- C. Contracts may be terminated for cause in the event any stipulation of this bid, contract documents, and/or applicable Federal, State, County or local laws are violated.

IV. RENEWAL OF CONTRACTS

- A. The Purchasing Division of the Cleveland Municipal School District, at its discretion may exercise the option to renew this contract for each additional one-year period by giving notice in writing to the successful vendor sixty (60) days prior to July 1 of each contract year, but no later than June 1.
- B. Prices will be adjusted for each option contract year in the amount equal to the percentage of increase or decrease in the Producer Price Index for the net output of selected industries and their products based on the most recently published index by the U.S. Department of Labor, Bureau of Statistics for the available twelve month period prior to the commencement of the option year involved. Escalated prices will be based on the category: Bakery. White Bread and Hamburger & Hot Dog (Table 5, Bakery 311812P) see attached sample.

DIVISION 3

V. PURCHASE FREQUENCY

- A. This bid is based on estimated quantities to be used when and if item is used.
- B. The Cleveland Municipal School District reserves the right to increase or diminish the quantity or to omit any item(s), as they deem necessary.
- C. If at any time during a contract period the case count, formulation or other packaging changes occur, Cleveland Municipal School District must be notified prior to delivery and in writing. The District has the right to refuse product for any of the above.
- D. Any changes approved verbally must be followed up with supporting documentation, and prior to delivery of product.

VI. ITEM SUBSTITUTIONS

- A. In the event of significant market changes and potential price impact, a supplier shall be prepared through his representative to offer substitutes at equal or lower cost with prior approval of the Executive Director of School Nutrition, or designee.
- B. However, in all such instances, each substitution shall be labeled clearly as such on each invoice with a separate item code. Substitutions shall be provided only upon approval of the Executive Director of School Nutrition, or designee.

VII. PROPER INVOICE PROCEDURES

Invoices submitted for payment of goods or services shall contain, at a minimum, the following information:

- A. Vendor's name and payment address.
- B. Cleveland Municipal School District Purchase Order Number.
- C. Complete description of goods or services.
- D. Vendors purchase price, quantity of each item delivered and extended cost per unit and total costs of all items delivered.
- E. Date of delivery.
- F. All invoices must be submitted electronically.
- G. In order to expedite processing payments vendor shall submit a weekly purchase summary along with corresponding invoices. Information that must be included on the purchase summary is:
 - 1. Delivery Site Name
 - 2. Account Number
 - 3. District Purchase Order Number
 - 4. Invoice/Delivery Ticket Number
 - 5. Invoice/Delivery Date
 - 6. Invoice Total
 - 7. Grand Total all Sites

VIII. OTHER PERTINENT INFORMATION REQUIRED ON INVOICES (IF APPLICABLE)

- A. Approved substitution items shipped are to be identified as substitute items.
- B. Deliveries made by an agent or subcontractor of the primary contract holder are to show the Cleveland Municipal School District purchase order number and the name of the primary contract holder.
- C. If vendor requires documentation and/or invoices mailed to a different address than the remittance check, please specify address.

IX. PRICE CHANGE REQUESTS

- A. All prices shall remain firm during the contract year unless there is a major change in the market, the Cleveland Municipal School District shall be notified 30 days in advance of any request for a price change (increase or decrease) with supporting documents to substantiate said change in price. If the price change is not acceptable due to any reason, price will be negotiated with the Executive Director of School Nutrition.
- B. The Cleveland Municipal School District reserves the right to survey the current market conditions for comparison pricing. Should the Cleveland Municipal School District's School Nutrition find that the contract supplier's requested price change exceeds the current market conditions, the price change will be taken into review and must be resolved to Cleveland Municipal School District's satisfaction. Unless otherwise notified by Cleveland Municipal School District's School Nutrition the price change effective date will be as originally listed in request letter, if supporting documents substantiate request.

School Nutrition will pay the most current effective bid prices until written approval is provided by Executive Director. At that time, adjustments will be determined based upon the effective date of change by Executive Director.

I. BID BONDS

Each Bid shall be accompanied by a certified or cashiers check on a solvent Bank, for an amount not less than 10% of the total amount proposed or a bid bond in a like amount by an acceptable surety as a guarantee that if the bid be accepted, a contract shall be entered into, and its performance properly accrued by an approved corporate surety bond, when such bond is required by the Cleveland Municipal School District. Said certified or cashiers check shall be payable to "The Treasurer of the Cleveland Municipal School District, Cuyahoga County, Ohio." Said check or security shall be from surety satisfactory to the Manager of Purchasing Division. Should the contract be awarded to said bidder, and if the bidder fails or refuses to enter into the contract within fifteen (15) days after written notification from the Treasurer of the award of the contract to bidder, or to furnish the performance bond within fifteen (15) days thereafter, then the Cleveland Municipal School District may exercise its rights under Section 153.54 of the Ohio Revised Code. If bid is not accepted within ninety (90) days after the time set for submission of bids, or if the successful bidder delivers contract required performance bond, the check shall be returned to him on the receipt thereof. The Cleveland Municipal School District shall retain the checks or securities of the lowest and second lowest and responsible bidders, until the bidder selected executes a signed contract and delivers a performance bond, provided, however, that if he defaults in doing so, the contract may be awarded to the next lowest and responsible and responsive bidder, or the project may be resubmitted for bids as may be determined by the Cleveland Municipal School District in its sole discretion and the check shall be retained to cover costs resulting from bidder's default.

II. PERFORMANCE BOND

The contractor shall furnish a performance bond in the sum of ten percent (10%) of the contract price with sureties acceptable to the Cleveland Municipal School District, for the full and faithful performance of the work herein specified, and binding bidder to do and perform each and all of the terms, conditions and requirements of the specifications in the contract. The successful bidder's performance bond shall be issued by an acceptable surety for the amount of the contract and shall indemnify the Cleveland Municipal School District against all damage suffered by failure to perform the contract according to the provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking shall be for the benefit of any subcontractor, materialmen, or laborer having a just claim, as well as for the Cleveland Municipal School District. Surety companies must be licensed to operate in the State of Ohio.

DIVISION 5

I. SAMPLES

- A. Bidders may be requested to submit samples of the items offered in their bid.
- B. Samples shall remain in the custody of the Cleveland Municipal School District.
- C. The District reserves the right to perform any test necessary when evaluating product.
- D. When samples are submitted, sample must represent actual product offered in the bid.

DIVISION 6

I. PLANT VISITS

Cleveland Municipal School District's Executive Director of School Nutrition or his designee(s) may make visitations to manufacturing facilities of vendors. These visits would be unannounced.

II. NUTRITION

In compliance with the new federal regulation titled "Healthy, Hunger-Free Kids Act of 2010"

- A. The Cleveland Municipal School District School Nutrition is committed to providing meals that meet the National School Lunch and Breakfast Program nutritional requirements and the Dietary Guidelines for Americans.
- B. Bidder **must** provide the actual product label with nutritional information for each item bid and **must** indicate appropriate Category and Item No. on each label at time bid is submitted.
- C. **After awards have been made and successful vendor(s) are notified, vendors shall be required to provide both nutrient analysis and potential allergens for each awarded item. Submission must be on the CMSD Nutrient Data and Potential Allergen forms (Attached). Completed forms must be submitted within 15 working days after notification.**
- D. When Child Nutrition (CN) labeled products are used in any end product containing meat, poultry, fish, or a meat alternate such as cheese or peanut butter, such label must be submitted with other labels.
- E. Verification as to 'Country of Origin' will be made with successful vendor(s) on awarded products as per Buy American Policy SP38-2017.

III. PRODUCT CHANGES

- A. The Cleveland Municipal School District's School Nutrition is to be notified in writing if at any time contractor shifts its procurement to a brand, label and/or manufacturer and any changes in formulas that is different from that which was approved during the bid review process. This notification and subsequent approval by the Executive Director of School Nutrition is to be made prior to delivery. The Executive Director of School Nutrition or designee reserves the right to decide whether brands, labels and/or manufacturer offered is acceptable. All items must meet specifications. Nutrient Data Form (Attached) or Analysis and Potential Allergen Form (Attached) must be provided with the request for product change, for food items only. Additional information/documentation may be requested.
- B. Any changes in formulas during the period of this contract shall be submitted to the Executive Director of School Nutrition with a sample of the product for approval by the Cleveland Municipal School District. Nutrient Data Form (Attached) or Analysis must be provided with the request for product change, for food items only. Additional documentation may be requested.
- C. If at any time during the contract period there are case count, formulation or other packaging changes, the Executive Director of School Nutrition must be notified in writing prior to delivery. The District has the right to refuse product for any of the above.
- D. During the contract period, if new items become available which are nutritionally beneficial and/or cost beneficial to the Cleveland Municipal School District, School Nutrition will be willing to test and evaluate pertinent information i.e.; ingredients, nutritional analysis or other information for new items(s). Items(s) will be an addition, replacement or substitution to an existing awarded product, based on test, nutritional data, unit price and compliance to the Healthy, Hunger-Free Kids Act of 2010 and, State of Ohio any regulations guidance, policy changes or amendments.

IV. INSPECTION AND GRADING

- A. The meat products shall be processed or produced under USDA continuous inspection and must meet all USDA standards. Cases and labeling must have a USDA Approved Stamp or equivalent as defined by the Ohio Department of Agriculture, Food Safety Division verifying content and ingredients.
- B. Contractor shall have an approved USDA Hazard Analysis Critical Control Points (HACCP) program and a total quality control (TQC) program at the processing plant. Copies of these documents will be requested from vendors after notification of awards.
- C. All preparation and processing described herein shall occur subsequent to the date of award. The product shall be produced, processed and stored in plants regularly operating under the supervision of a representative of the USDA, Food Safety and Inspection Service (FSIS), and USDA, Agricultural Marketing Service (AMS), Livestock and Seed Division.

V. FOOD SAFETY AND INSPECTION SERVICE (FSIS)

Food Safety and Inspection Service (FSIS) reports shall be submitted upon request. Any changes in formula of any products during the period of this contract shall be submitted to the Agent on an FSIS Certification Form or equivalent as defined by the Ohio Department of Agriculture, Food Safety Division with an approved Stamp from the USDA, FNS, Technical Services, with sample of the product for approval of the Agent before any product of the new formulation is shipped to the Agent.

VI. HEALTH INSPECTION REPORTS

Bidder shall submit with the bid the most recent Local, County, State and Federal Health Inspection Report(s) including the last two (2) inspections for any facility (ies) used to produce food items that are the subject of this bid. The type of production at each facility shall be indicated per inspection report. Failure to submit the required Health Inspection Reports with the bid may render the bid non-responsive. The following reports **are not acceptable** as Health Inspection Reports:

- A. Pest Control Service Reports
- B. Consultant Safety Reports
- C. Grant of Voluntary Reimbursable Inspection Service
- D. Grant of Inspection
- E. Summer Feeding Reports
- F. Meat Inspection Registration and/or Poultry Inspection License
- G. Application for Federal Meat, Poultry or Import Inspection

VII. STATE OF OHIO BAKERY REGISTRATION

All bidders must be currently registered with the Department of Agriculture in compliance with Ohio Revised Code, Section 911.02 of the "Bakery Laws" of the State of Ohio. Failure to be registered may result in your bid being deemed non-responsive. Bidder must include a copy of their current registration with their bid package.

DIVISION 6

VIII. PACKAGING AND CASE MARKING

- A. All packaging must be approved by the USDA and the Food and Drug Administration for contact with food. There shall be NO metal ties for sealing purposes.
- B. All markings and labeling should be on one end of the carton (case): Marking material should be water-fast, non-smearing and of a color contrasting with the container. All carton markings must conform to USDA labeling requirements and include as a minimum the following:
 - 1. **DESCRIPTION OF PRODUCT**
 - 2. **PROCESSING DATE OR MANUFACTURE DATE**
 - 3. **LOT NUMBER**: Manufacturer's lot or batch number listed under the processing date
 - 4. **COUNT PER CASE**
- C. Vendor shall provide clear and concise explanation of proper way to interpret the date code system for all products.

IX. WASTE MANAGEMENT PROGRAMS

Cleveland Municipal School District's School Nutrition is concerned about environmental issues. Any programs available that may be a solution to solid waste management such as recycling should be attached to bid. Waste management programs or new packaging concepts that become available during this contract period, should be presented to Cleveland Municipal School District School Nutrition for review. This is for informational purposes only. Submission of this information does not affect, in any way, the award of any contract.

X. DOMESTIC PURCHASES/BUY AMERICAN

The School District will abide by the most current regulation in regards to Buy American Policy SP38-2017, released June 30, 2017 or any and all updates:

“The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A ‘domestic commodity or product’ is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).”

Path to the most current document available at the time of this solicitation release is:
<https://fns-prod.azureedge.net/sites/default/files/cn/SP38-2017os.pdf>

Every effort shall be made to use U.S. produced and manufactured products. Endorsed by Board Resolution 213-92 adopted on March 26, 1992.

XI. CONTRACT

Upon execution of a formal written contract the contractor agrees to perform each and all of the terms, conditions, and requirements of the specifications in this request for bid. The contractor further agrees to indemnify and save harmless the Cleveland Municipal School District, as a body politic and corporate, and its individual members, its school officials, its administrators, its Executive Director of School Nutrition and its authorized agents from any and all liability, injury, and from damages of any kind, suits, actions and claims of every description arising from the performance or non-performance of the terms and conditions of the contract documents.

The contractor further shall indemnify and save harmless the Cleveland Municipal School District, as a body politic and corporate, and its individual members, the school officials, its administrators, its Executive Director of School Nutrition and its authorized agents, for injury and damage and from any and all claims arising out of resulting from performance or non-performance of the contract including, but not limited to, contractor's negligence or malfeasance in connection with its deviation from the approved product formula, or from damages or royalty or for the use of patents, patented appliances or materials connected with the contract documents and for all costs, including attorney fees, arising out of such claims, suits or actions.

DIVISION 6

CMSD Nutrient Data Form

Cleveland Metropolitan School District
School Nutrition
Nutrient Data Form

BIDDER: _____

** NUTRITIONAL DATA IS TO BE BASED ON ONE (1) SERVING

Category	Item No.	Description	Manufacturers Code	Vendor Code	NUTRIENT																		
					Serving Size	Calories	Cal from Fat	Total Fat (g)	Sat Fat (g)	Trans Fat (g)	% Cal from Fat	Chol (mg)	Sodium (mg)	Carb (g)	Fiber (g)	Sugar (g)	Protein (g)	Vit A (RE)	Vit C (mg)	Calcium (mg)	Iron (mg)		
					oz.			g	g	g	%	mg	mg	g	g	g	g	%	%	%	%		

NUTRIENT DATA SUBMISSION FORM

DIVISION 6

CMSD Potential Allergen Form

Cleveland Metropolitan School District
School Nutrition
Potential Allergen Form

BIDDER: _____

PLACE CHECK MARK (✓) IN APPROPRIATE BOX

Category	Item #	Description	Manufacturers Code	Vendor Code	Contains									OTHER (Specify)	
					EGGS	FISH	GLUTEN	MILK	PEANUTS	SHELLFISH	SOY	TREE NUTS	WHEAT		

POTENTIAL ALLERGENS

AFFIDAVIT

STATE OF OHIO)
) SS.
COUNTY OF)

The undersigned Affiant, being duly sworn, deposes and states under oath the following:

That Affiant is duly authorized by _____, a
corporation under the laws of the state of _____, to act on behalf of said
corporation, the bidder herein; and

That said corporation, its officers, and its employees have not entered into any agreement or
arrangement with any other bidder or prospective bidder or with any other person, firm or corporation
relating to the bid attached hereto; and

That if a legitimate purchase contract(s) or agreement(s) for a vertical or horizontal line of supply or
supplies has (have) been entered into by bidder with a manufacturer(s) or supplier(s), said agreement(s)
or contract(s) shall be disclosed in writing to the Cleveland Municipal School District at the time of
submission of this bid negotiation; and

That said corporation, its officers, and its employees have not entered into any agreement or
arrangement with any other bidder or prospective bidder or with any other person, firm or corporation to
refrain from proposing or for any act or omission in restraint of free competition among bidders; and

That said corporation, its officers, and its employees have not disclosed to any person, firm or
corporation the terms of said bid or the prices named herein; and

That the corporation-bidder herein, _____, will
comply with executive order 11246, entitled "Equal Employment Opportunity," as amended by executive
order 11375 and as supplemented in Department of Labor Regulations (41CFR, PART 60); and

That corporation-bidder herein will comply with the mandates of the Copeland "Anti-Kick Back"
Act (18 U.S.C. 874) as implemented in the Department of Labor Regulations (29 CFR, Part 3); and

DIVISION 7

The corporation-bidder herein agrees to pay wages to their laborers and mechanics at a rate not less than the minimum wages; and

That, where applicable, corporation-bidder herein shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-300) as implemented by the Department of Labor Regulations (20 CFR Part 5); and

That corporation-bidder agrees to retain for three years after final payment and to make available to the Ohio State Department of Education, the Cleveland Board of Education and the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the corporation-bidder which are directly pertinent to the food program for the purpose of making audits, examinations, experts, and transcriptions; and

That corporation-bidder herein, in all contracts of \$100,000.00 or more with the Cleveland Board of Education, will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Water Act and Clean Air Act of 1920 as amended (42 U.S.C. 1857 B ET SEQ.); and

That affiant is the _____ for the corporation/bidder herein; and

That the bid submitted herein contains the name or names of all persons, partnerships, companies, or corporations interested therein; and

Affiant further sayeth naught.

Affiant Title

Sworn to before me and subscribe in my presence this

_____ day of _____, 20__.

NOTARY

Commission Expires _____

DIVISION 8

DISCLOSURE STATEMENT

All bidders will be treated as suppliers of the food product(s) that are the subject of this bid, irrespective of the bidders' status as "broker", "distributor", "manufacturer", or otherwise. The successful bidder will have the sole responsibility, as direct supplier, for furnishing the goods that are the subject of this bid and for performing the obligations of any contract that is issued.

Notwithstanding the foregoing, bidders shall furnish and submit with their bids a completed copy of the Disclosure Statement below. The Disclosure Statement should list all companies affiliated or related to bidder, including subsidiaries. The Disclosure Statement should also identify the company or companies that are the source of the food product(s), which are the subject of this bid.

The undersigned acknowledges that the following information is true and correct.

Companies affiliated or related to bidder, including subsidiaries,

are: _____

_____.

Food product(s) being furnished and delivered will originate from the following sources:

(Name of Company)

By: _____
(Title)

DIVISION 9

I. GENERAL DELIVERY INSTRUCTIONS

A. All deliveries shall be portal-to-portal. **No tailgate deliveries.**

B. Products shall be kept at appropriate temperature, as follows:

FREEZER	0° F or Below
REFRIGERATION	34° F to 38° F
DRY	Under 70° F

C. Prior to being loaded onto trucks, all temperature sensitive items must be at the appropriate temperatures as outlined above. This temperature range must be maintained for appropriate product throughout transportation and delivered to location designated by the Cleveland Municipal School District. When required by law or otherwise necessary to protect the integrity of the food, bidder shall use temperature-controlled vehicles. Trucks used to transport food shall be licensed for food handling according to the food transportation code, as directed by the Cleveland Department of Health, Division of Environment and/or Federal and State code. Should the need arise, the School Nutrition may request documentation of product temperature at the time product is loaded onto a truck as well as spot checks for temperature during transportation and final destination.

D. Product received at inappropriate temperatures, per above, shall be rejected.

E. Merchandise delivered in unsanitary containers, or in an unsanitary manner, or found to be unfit for food service purposes, or failing in any way to comply with the specifications of this bid shall be rejected and shall be removed at the expense of the contractor.

F. Product shall be sorted according to like items.

G. Final acceptance of all merchandise delivered under this contract shall be by the Person-in-Charge or his designee with an authorized signature at delivery site. Quantity discrepancies shall be noted on each delivery slip by designated school personnel and initialed by both the truck driver and school designee.

H. In the event that contractor is out of stock and/or inventory items contracted for, are depleted or otherwise unavailable, the Executive Director of School Nutrition or designee shall be informed immediately. Contractor shall not substitute items not ordered by the Cleveland Municipal School District nor shall contractor delay delivery of ordered item. Contractor may substitute items only after securing approval from the Executive Director of School Nutrition or designee prior to delivery. Verbal requests and responses shall be confirmed in writing.

DIVISION 9

- I. Special or intermediate deliveries will be required if:
 - 1. Contractor fails to deliver a product on a regularly scheduled delivery, in which case the contractor shall make delivery within twenty-four (24) hours or as otherwise requested by the Executive Director of School Nutrition or designee.
 - 2. Special Programs and food requests for academics as needed.
 - 3. District requests special delivery due to unforeseen circumstances, product replacement due to equipment failures, special programs, etc.
- J. Any item contracted for must meet the specifications as outlined in the bid package. Items delivered that do not meet this requirement shall be returned at Contractor's expense. Non-payment by the Cleveland Municipal School District School Nutrition will result.
- K. Invoices submitted when product is delivered must be signed and prices extended.
- L. Delivery Refusals - Receiving personnel have the right to refuse all or part of an order due to the following:
 - 1. All deliveries attempted to be made without prior appointment. (Central Kitchen only)
 - 2. Cases are torn, crushed, exposed to the elements or damaged in a manner so as to lose eye appeal or to be rendered unclean or unsanitary.
 - 3. Products are shipped in quantities greater than ordered or products are shipped that were not ordered unless prior approval has been given by the Cleveland Municipal School District's Executive Director of the School Nutrition or his designee.
 - 4. Delivery equipment shows evidence of improper vehicle temperature or abuse of refrigeration.
 - 5. Any other condition exists which is non-compliant with desired guidelines.
- M. DUPLICATIVE DELIVERIES-When a delivery is made and accepted and references the same purchase order number, product must be picked up by contractor at bidder's expense. Appropriate credit slips must be issued and signed at time of pick up.
- N. NON-COMPLIANCE OF CONTRACT-The Cleveland Municipal School District reserves the right to purchase contracted merchandise or services on the open market, and shall charge any increase in price to the contractor, in case of non-compliance with this contract as follows:
 - 1. Delivery of merchandise which does not in all respects conform to the Cleveland Municipal School District specifications, and is rejected and not immediately replaced by the contractor with merchandise that does in all aspects meet the stated specifications; or
 - 2. Merchandise not delivered at the time specified by the Cleveland Municipal School District; or
- O. Any breach of the Contract or otherwise permitted by law.

DIVISION 9

- P. Delivery schedules shall be submitted to the Executive Director of School Nutrition for prior approval and shall remain constant from week to week. Delivery times may need to be adjusted for changes to accommodate times of school opening.
- Q. School delivery times will be negotiated to mutually beneficial time for both the vendor and the District.
- R. Items delivered to Central Kitchen on pallets shall not be inter-mixed products; that is, all items on any one pallet should be the same product. All items delivered to Central Kitchen in full pallets should have slip-sheets. Slip-sheets intended for use in refrigeration or freezer storage should be constructed with water resistant adhesive. Shipping cases should be stacked on slip-sheets and held firmly in place with a plastic film.
- S. If delivered product does not meet specifications and stated weights, an additional statistical sample may be taken to determine qualitative acceptability.
- T. Deliveries cannot be made when district-wide contingency/emergency days are declared. Should the District declare a contingency day due to inclement weather, school buildings will be closed and deliveries shall not occur. Deliveries will resume when normal operations occurs.

II. DELIVERY INSTRUCTION FOR CENTRAL KITCHEN ONLY

- A. Central Kitchen deliveries only: Appointments must be made at least forty-eight (48) hours prior to delivery. Delivery appointments may be made by calling (216) 838-6954 or (216) 838-0439.
- B. Unless otherwise noted in Special Instructions within categories delivery times shall be between the hours of 7:00 AM and 2:00 PM on days as needed and/or ordered.
- C. Deliveries to Central Kitchen should be palletized (at receiving point) by successful bidder.
- D. Upon arrival at Central Kitchen seal on trailer shall only be broken by one of the following individuals: Lab Manager, Central Kitchen Manager or Warehouse Manager. This applies only to truckload quantities, local and LTL deliveries are exempt.
- E. Items delivered to Central Kitchen on pallets shall not be inter-mixed products; that is, all items on any one pallet should be the same product. All items delivered to Central Kitchen in full pallets should be held firmly in place with a plastic film.
- F. Delivery ticket should be left with product indicating shipment quantity and item identification. Date codes and lot numbers must be listed. Case counts shall be broken down according to date codes and/or lot numbers.
- G. Due to dock door height limitations at the Central Kitchen Facility, palletized product shall be no higher than 72" in height (including pallet).

DIVISION 10

Delivery Location

Site Name	Address	Zip Code
Central Kitchen	16807 St. Clair Avenue, Cleveland, OH	44110

DIVISION 11

I. VENDORS - ACCOUNTING PRACTICES

Successful vendor shall clearly demonstrate to the Cleveland Municipal School District their capability to provide accurate, reliable, and timely reports, in terms of invoices, statements, credits, and product purchase reports.

II. PRODUCT PURCHASED REPORTS

Contractor shall be required to submit product purchased reports to the School Nutrition monthly as well as at the end of the contract period. Reports shall consist of total line item quantities and total price per school location and District-wide.

- A. Product purchased reports or data files shall be submitted within fifteen (15) calendar days after the end of a month or contract period. Payments may be withheld pending receipt of an acceptable product purchased usage report.

III. EXAMINATION OF RECORDS

- A. An authorized representative of Cleveland Municipal School District or an authorized representative(s) from the Office of the Internal Auditor shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the contractor's books, documents, papers or other records involving transactions related to this contract.
- B. The contractor agrees to include in first-tier subcontractors under this contract a clause to the effect that the authorized representative of the Cleveland Municipal School District or other authorized representative(s), representative(s) from the Office of the Internal Auditor shall, until three (3) years after the final payment under the subcontractor, have access to and the right to examine any of the subcontractor's books, documents, papers, or other records involving transactions related to the subcontractor.

VI. STANDARD PRODUCT CONDITIONS

All products shall conform to the minimum requirements of Federal and State Regulations. These requirements shall include, but not be limited to, weights, measures, fill of containers, drained weights, and free of contamination.

VII. "OR EQUAL" CLAUSE

Where a product description is followed by the words "or equal", such method of description is intended merely as a means of establishing a standard of comparability. However, the Cleveland Municipal School District reserves the right to select the items, which, in the judgment of the Cleveland Municipal School District, are best, suited to the needs of the Cleveland Municipal School District based on price, quality, service, availability and other relative factors. If a bidder is offering an item other than the one referenced, the bidder must indicate the brand name. The Cleveland Municipal School District requires sufficient data to be able to make a comparison with the specifications. Product that is equal to or better than the product specified will also be considered.

DIVISION 11

VIII. PROCEDURE FOR COMPLETING BID FORM

Bidders must enter the brand(s) of the product they propose to supply in the column provided for each item listed. Also, enter the product codes (color and/or numbers) as may be appropriate. In the judgment of the district, are best suited to the needs of the district based on price, quality, service, availability and other relative factors. If a bidder is offering an item other than the one referenced, the bidder must indicate the brand name. The district requires sufficient data to be able to make a comparison with the specifications. Product that is equal to or better than the product specified will also be considered.

COLUMN NO.	COLUMN HEADING	INFORMATION TO BE ENTERED
1	BRAND NAME	BRAND NAME OF ITEM BEING BID
2	PRODUCT CODE	MANUFACTURER'S CODE NUMBER OF ITEM BEING BID
3	UNIT OF MEASURE	COUNT PER MASTER UNIT BEING BID
4	ESTIMATED QUANTITY	NONE. THIS IS THE NUMBER OF CASES BEING ESTIMATED TO BE PURCHASED DURING THE CONTRACT YEAR. NOTE: In the event that the count per case being proposed differs from the count listed in the bid specification it is the responsibility of the bidder to only adjust estimated quantity to match the total number of individual units. The correct method to do this is to cross out the typed "ESTIMATED QUANTITY" then write the correct amount <u>above</u> the crossed out amount, then authorized representative shall initial and date the change. All changes shall be made in ink.
5	UNIT PRICE	UNIT COST FOR ITEM BID
6	TOTAL COST	MULTIPLY ESTIMATED QUANTITY (COLUMN 4) X CASE COST (COLUMN 5)
	GRAND TOTAL CATEGORY BOTTOM LINE	ADD COLUMN 6 TOTALS FOR ALL ITEMS LISTED, ENTER TOTAL ON CATEGORY TOTAL LINE.
	COMMENTS	USE THIS FIELD TO PROVIDE ANY SPECIAL INSTRUCTIONS ABOUT ITEM BEING BID. FOR EXAMPLE; MINIMUM ORDER QUANTITY, SPECIAL LEAD TIME , ETC.

DIVISION 11

IX. SHORTWEIGHT OF PRODUCT

The following clause is required due to our program being part of the USDA's National School Lunch Act.

If items are short weight, the Cleveland Municipal School District shall obtain a credit equal to twice the percentage short weight times the cost of the item times the total number of the meals served that day. In addition, if the Cleveland Municipal School District is unable to meet the USDA Meal Pattern requirements due to this short weight, the Cleveland Municipal School District shall take a credit equal to the total Federal and State subsidy loss for the day's meals.

X. TRANSMITTAL OF ORDERS

- A. The ordering system of the contract supplier must be computerized, web-based, and preferably compatible with our computer system. Alternate methods of ordering shall be entertained.
- B. To facilitate checking orders at time of delivery, contracted distributor shall identify items by product code and item description on invoices and/or delivery ticket.

Bid Cost Form

Cleveland Metropolitan School District
School Nutrition
Bid Form For Fresh Bakery Products

ITEM NO.	ITEM DESCRIPTION	1 BRAND	2 PRODUCT CODE	3 UNIT OF PACKAGE	4 ESTIMATED QUANTITY	5 UNIT PRICE	6 EXTENDED COST	COMMENTS	
1	<u>Bread, White Whole Grain, Sliced</u> 26 oz. Pullman Style Loaf. 24 usable slices. Each slice shall meet 1 oz. equivalent grain.				400				
2	<u>Bun, Hamburger, Whole Grain, Sliced, 4 In.</u> 24 oz. pack. 12-2 oz. per pack. Each bun shall meet 2 oz. equivalent grain.				60,000				
3	<u>Bun, Hot Dog, Whole Wheat, Sliced</u> 24 oz. pack. 12-2 oz. per pack. Minimum 5 inches to Maximum 6 inches. Each bun shall meet 2 oz. equivalent grain.				30,000				
4	<u>Bun, White Whole Grain Sub Bun Hinge</u> 28 oz per pack. 12-2.3 oz buns per pack. Bun Size: Min.width: 3" x Max.Length: 6". Each bun shall meet 2.25 oz. equivalent grain.				25,000				
5	<u>Roll, Dinner, Whole Grain</u> 18 oz. pack 16-1.1 oz per pack Each bun shall meet 1 oz. equivalent grain.				10,000				
6	<u>Breadstick, Whole Grain</u> 48 oz. pack 24-2.0 oz. breadsticks per pack. Breadstick Size: Minimum Length: 5" Each breadstick shall meet 2 oz. equivalent grain				13,750				
Grand Total Fresh Bakery							\$	-	

Bidder:

Authorized Representative:

Date: