



INVITATION TO BID #21316

For

**Furnishing and Delivering Disposable Goods & Various Cleaning
Supplies For Various Schools & Central Kitchen**

FOR THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT

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

UNDER THE DIRECTION OF THE SCHOOL NUTRITION SERVICES DIVISION FOR THE BOARD OF
EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT CUYAHOGA COUNTY, OHIO

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Notice of Invitation to Bid #21316

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 pm current local time on May 25, 2021**. **Mailing of ITB responses are encouraged. However, hand deliveries will only be accepted from 11:00 AM to 1:00 PM on May 25, 2021. PPE IS REQUIRED TO BE WORN FOR ENTRANCE TO AND WHILE IN THE BUILDING.** This ITB will be opened following the Bid cutoff time at 1:30 PM via Zoom. The Bid Opening information will be forwarded via Addendum.

Furnishing and Delivering Disposable Goods & Various Cleaning Supplies For Various Schools & Central Kitchen

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.

There will be a Pre-Bid Conference for this Invitation to Bid on **April 30, 2021 at 11:00 AM**. The Pre-Bid Conference **will be held via Zoom**. The Zoom link and log in information will be forwarded via Addendum.

NO IN-PERSON Pre-Bid Conference will be held.

All questions and correspondence related to this ITB must be submitted in **WRITING ONLY** by **12:00 p.m. on May 4, 2021** 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 13, 2021**. 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.

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
April 23, 2021

Letter to Bidders

Date: April 23, 2021

Subject: Furnishing and Delivering Disposable Goods & Various Cleaning Supplies for Various Schools & Central Kitchen

To All Vendors:

In order to be considered, all bids must 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 on or before **1:00 PM May 25, 2021**. **Mailing of ITB responses are encouraged.** **However, hand deliveries will only be accepted from 11:00 AM to 1:00 PM on May 25, 2021.** **PPE IS REQUIRED TO BE WORN FOR ENTRANCE TO AND WHILE IN THE BUILDING**

All bids must be submitted in a sealed envelope or package. One (1) original, with blue ink signatures, two (2) copies of the bid, and one (1) electronic format bid on a USB flash drive including supporting documentation, must be submitted. The Bid Name and Bid Number must be stated on the exterior of the submission envelope(s), including shipping labels.

Written questions will be accepted via e-mail until **12:00 p.m. on May 4, 2021**. No telephone calls will be permitted. Send questions via e-mail to: **seletha.thompson@clevelandmetroschools.org**. Bid number and title must be included. All questions/concerns with corresponding answers will be sent to every prospective vendor. Any errors and/or omissions reported will be addressed via Addenda which will be issued no later than **May 13, 2021**.

Under no circumstances should any person or firm interested in providing services identified in this Bid, their designees, or any 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.

This ITB will be opened following the Bid cutoff time at 1:30 PM via Zoom. The Bid Opening information will be forwarded via Addendum.

After all submissions have been reviewed, the final evaluations of the committee will determine the lowest responsive and responsible awarded vendor. Vendors will be notified, in writing, of award and non-award status upon receipt of an approved resolution.

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 100% of the contract amount.

The Cleveland Metropolitan School District has a Diversity Business Enterprise and Affirmative Action Program in effect. Information about this program and forms for compliance are enclosed. All firms submitting a bid must complete the appropriate forms and submit same with their bid. While the District no longer certifies DBE companies, we accept any company certified through the City of Cleveland, Cuyahoga County, or the State "EDGE" program.

The Cleveland Metropolitan School District accepts no obligations for costs incurred by bidder in preparing or submitting a bid and reserves the right to reject any and all bids received.

Sincerely,
M. Angela Foraker
Executive Director, Procure to Pay

Required Purchasing Division Instructions and Documents

Part I: Instructions to Bidders

Furnishing and Delivering Disposable Goods & Various Cleaning Supplies for Various Schools & Central Kitchen

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 must be received via mail delivery to the Cashier's Office, Cleveland are due at the Cashier's Office of the Board of Education, Cleveland Metropolitan School District located at 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 or 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 on or before **1:00 PM, May 25, 2021**. **Mailing of ITB responses are encouraged. However, hand deliveries will only be accepted from 11:00 AM to 1:00 PM on May 25, 2021. PPE IS REQUIRED TO BE WORN FOR ENTRANCE TO AND WHILE IN THE BUILDING.**
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 PM** current local time, on **May 25, 2021**.
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 form, 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 PM** current local time, **May 25, 2021** 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
Limit of Liability - including non-owned, and hired \$1,000,000.00 (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 METROPOLITAN 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 METROPOLITAN 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% service, 20% goods and supplies, and 30% maintenance, construction/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.

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 II: Purchasing Required Documents

Section I: Addendum Acknowledgement Form for ITB #21316

Having read and examined the Invitation to Bid 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

Bidder: _____.

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

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

Signature: _____ Date: _____

Section II: Acknowledgement

(Name of Company)

Hereby Acknowledges receipt of this Bid and the reading of these Instructions to Bidders. We further agree that if awarded the contract, we will submit the required Performance Bond, if applicable, and/or 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 Bid Package, will need to be executed and purchase order issued by the District before we have any vested contractual rights. We agree to commence the work as required herein and timely complete the project pursuant to the Specifications by the date stated in the Notice to Proceed.

By: _____
(Name and Title)

Date: _____

Section III: Vendor Request Form

VENDOR NUMBER
(IF APPLICABLE) _____

VENDOR NAME _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

CITY _____

STATE _____

ZIP _____

TELEPHONE NO. _____

FAX NO _____

(Area Code) Number

(Area Code) Number

E-MAIL ADDRESS _____

PRIMARY CONTACT PERSON _____

REMIT TO (IF DIFFERENT FROM ABOVE)

VENDOR NAME _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

CITY _____

STATE _____

ZIP _____

TELEPHONE NO. _____

FAX NO _____

(Area Code) Number

(Area Code) Number

PRIMARY SERVICE, PRODUCT, OR SPECIALTY:

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

PLEASE INDICATE WHERE APPLICABLE

DIVERSITY BUSINESS ENTERPRISE:

YES

NO

MINORITY BUSINESS ENTERPRISE:

YES

NO

FEMALE BUSINESS ENTERPRISE:

YES

NO

Section IV: Taxpayer ID Form

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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. <input type="checkbox"/> Other (see instructions) ▶ _____	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.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester'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								
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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 Bid Form

ITB # 21316

THIS FORM ONLY NEEDS TO BE COMPLETED ONLY IF VENDOR IS NOT SUBMITTING A BID

To all Prospective Bidders/Proposers:

Each company or person receiving this packet has at some point in time requested to be placed on the Bid 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 bidding 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 bidder list.

_____ **(1) If you are not making a bid/proposal this cycle, but want to remain on the active bidder's list for future bids, 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 bidder'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: 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 VII: 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 VII: 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 VIII: Bidder Qualifications Form

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

BIDDER 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 contract 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: Sample Certificate of Liability 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 INSUR	INSR	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 - COMP/OP 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 OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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 X: Non-Collusion Affidavit

This Affidavit must be executed and shall accompany the bid in order for the bid 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 bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against the Board of Education of the Cleveland Metropolitan School District, or any person or persons interested in the bid; and that all statements contained in said bid are true; and further that such bidder has not, directly or indirectly, submitted this bid, 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 XI: Diversity Business Enterprise Participation Forms

Part I: The District's DBE Program

PROGRAM OVERVIEW

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

The DBE program shall make every good faith effort to ensure that certified DBE's in the relevant CLEVELAND METROPOLITAN SCHOOL DISTRICT geographic market have the maximum opportunity to bid for contracts. The CLEVELAND METROPOLITAN 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 bidder who fails or refuses to complete and return this Notice may be deemed a non-responsive bidder.
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 bid 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-bid 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-bid, 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 shopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of claim for extension of time or for excess costs or damages by the contractor. When the District proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of coming forward and showing that it has met the good faith requirements of the Notice, specifically including paragraph 7 hereof. Where the contractor is found to have failed to exert every good faith effort to involve DBE in the work provided, the District may declare that the contractor is ineligible to receive further District funds, whether as a contractor, subcontractor, or as a consultant, for a period of up to three (3) years.
- 9. The contractor will keep records and documents for three (3) years following performances of this contract to indicate compliance with this Notice. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representative of the District upon request together with any other compliance information which such representative may require.
- 10. Bidders and contractors are bound by all requirements, terms and conditions of this Notice.
- 11. Nothing in this Notice shall be interpreted to diminish the present contract compliance review.

Part II: DBE Form A

Name of Firm: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Type of Business (Product or Service): _____

Date of Proposed Contract Award: _____

Amount of Proposed Contract Award: _____

Diversity Business Enterprise Subcontractor(s):

Dollar Amount Subcontract Award: _____

Percent of Subcontract Award: _____

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

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

Name of EEO Officer: _____

(Signature of owner, partner, or authorized officer)

Name: _____ Dated: _____

(Printed)

Title: _____

DO NOT COMPLETE BELOW THIS LINE

_____ Compliant _____ Compliance Pending _____ Non-Compliant

Compliance Date: _____

(Signature, DBE Department)

(Date)

Part II: DBE Form B

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

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

The undersigned bidder 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.

Bidder: _____

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.

Part II: DBE Form C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

The undersigned will enter into a formal agreement with DBE for work listed in this schedule conditioned upon execution for a contract with the CLEVELAND METROPOLITAN SCHOOL DISTRICT

TO BE RETURNED WITH THE BID

Signature of Non-DBE Prime Contractor

Date: _____

Part II: DBE Form D

DBE LETTER OF INTENT

To: _____
Non-DBE Prime or General Bidder

Project: _____

NON-DBE PRIME OR GENERAL BIDDER

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

Part II: DBE Form E

DBE Unavailability Certification

I, _____, _____
Name Title

Of _____, certify that on _____
Date

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

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Bid Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of Bid 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 bid for the following reason (s):

Signature, Non-DBE prime Bidder Date

_____ was offered an opportunity to bid on the above-referenced work on

_____ by _____
Date Non-DBE Prime Bidder

Signature, Non-DBE Prime Bidder

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

Signature, Non-DBE prime Bidder

Part II: 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 METROPOLITAN SCHOOL DISTRICT current, complete, and accurate information regarding actual subcontract work and the payments thereof, and any proposed changes in any of the subcontract arrangements and to permit the audit and examination of the books, records and files of the subcontract or those of each party relevant to the subcontract, by authorized representatives of the Cleveland Municipal School District. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal and state laws concerning false statements.

Name of Firm: _____

Signature: _____

Name and Title: _____

Date: _____

STATE OF }
COUNTY OF } SS.

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

_____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that they were properly authorized by

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

(Seal)

Notary Public _____

Commission expires _____

Part II: DBE Form G

Joint Venture – Diversity Business Enterprises

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

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

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

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

5. Nature of Joint Venture's Business: _____

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

 - b. Capital contributions, including equipment: _____

c. Other applicable ownership interest: _____

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

a. Financial decisions: _____

b. Management decisions, such as:

i. Estimating: _____

ii. Marketing and Sales: _____

iii. Hiring and firing of management personnel: _____

iv. Purchasing of major items or supplies: _____

c. Supervision of field operations: _____

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

Part II: 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 METROPOLITAN 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 XII: 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 bids, informal bids, and contract term agreements are required to submit a Vendor Employment Practice Report with each Bid. Approved status by the Vendor Employment Practice Report includes the following documents which must be completed in their entirety and returned with the bid.

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 bids 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 bid 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 bidders 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 BIDS MAY BE REJECTED OR CONTRACTS TERMINATED ON EQUAL EMPLOYMENT OPPORTUNITY GROUNDS

1. Vendor fails to submit completed and signed EEO documents with bid 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: _____

Job Categories

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 III: Employment Data Form

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

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

Additional information (optional):

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

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

FIRM OR CORPORATE NAME: _____

DATE

SIGNATURE

TITLE

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

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

Supplier Name

Address, City, State, Zip

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

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

(State

Purpose)

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

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

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

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.

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

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

**(SUPPLIER NAME)
DISTRICT**

CLEVELAND MUNICIPAL SCHOOL

BY: _____

BY: _____

TITLE: *Supplier* _____

TITLE: _____

DATE: _____

DATE: _____



Specifications and Forms

ITB #21316

**Furnishing and Delivering Disposable Goods & Various Cleaning Supplies For
Various Schools & Central Kitchen**

FOR THE
CLEVELAND METROPOLITAN SCHOOL DISTRICT

Section A: Specifications

DIVISION 1
CHECKOFF SHEET

(DISPOSABLE GOODS & CLEANING SUPPLIES)

WHERE INDICATED, ITEMS ARE TO BE ATTACHED TO THIS CHECKOFF SHEET

		YES	NO
1.	BID BOND 10% of Total Bid, Attached -OR-	<input type="checkbox"/>	<input type="checkbox"/>
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	<input type="checkbox"/>	<input type="checkbox"/> Completed and Attached
14.	HEALTH INSPECTION REPORTS (Most recent) Attached	<input type="checkbox"/>	<input type="checkbox"/>
15.	CERTIFICATION REGARDING DEBARMENT OR SUSPENSION Completed, Notarized and Attached	<input type="checkbox"/>	<input type="checkbox"/>

DIVISION 2

I. INTRODUCTION

- A. Bidders are requested to bid on all items in the specifications.
- B. 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.
- C. All prices should be bid to a maximum of two (2) decimal places (\$.00).
- D. Bidder shall show total for each category, if applicable, as well as a grand total on bid Summary form, S-1
- E. 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.
- F. The CLEVELAND METROPOLITAN SCHOOL DISTRICT reserves the right to request product labels, fact sheets, product specifications or packer standards of actual product proposed as deemed necessary.
- G. 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 Services 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 Division by submitting enclosed NO BID form letter, as to whether they want to receive future consideration for similar requirements. 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 Services in writing of any such promotions that would entitle the CLEVELAND METROPOLITAN 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 Services 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 Services 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 Services, East Professional Center, 1349 East 79th Street, Cleveland, Ohio 44103.

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

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 METROPOLITAN 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 METROPOLITAN SCHOOL DISTRICT reserves the right to reject any or all, or parts of the bids.

II. DURATION OF CONTRACT

Furnishing and Delivering of Disposable Goods and Cleaning Supplies to the School Nutrition Services under contract from July 1, 2021 through June 30, 2022 with two (2) one-year renewable option years (July 1, 2022 through June 30, 2023 and July 1, 2023 through June 30, 2024).

III. CONTRACT PERIOD

- A. The contract period will be from July 1, 2021 until June 30, 2022 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 METROPOLITAN 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.

DIVISION 3

V. PURCHASE FREQUENCY

- A. This bid is based on estimated quantities to be used when and if item is used. If the estimated quantity listed for an item is one (1), the District is not obligated to purchase the item.
- B. The CLEVELAND METROPOLITAN 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 METROPOLITAN SCHOOL DISTRICT must be notified prior to delivery and in writing. The District has the right to refuse product for any or all 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 Services, 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 Services, or designee.
- C. **SUBSTITUTION OF COMMODITY**
When the District depletes its inventory of a commodity item, the vendor shall automatically substitute the equivalent purchased product listed in the bid. Successful vendor must be able to perform this operation through its ordering system. The actual process will be discussed after the bid awards have been made.

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 METROPOLITAN 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.

Invoices, which are not submitted at the time of delivery, must be sent electronically directly to the Accounting Coordinator and Manager of Procurement & Nutrition.

DIVISION 3

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 METROPOLITAN 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 METROPOLITAN 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 Services.
- B. The CLEVELAND METROPOLITAN SCHOOL DISTRICT reserves the right to survey the current market conditions for comparison pricing. Should the Cleveland Municipal School District's School Nutrition Services 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 Services the price change effective date will be as originally listed in request letter, if supporting documents substantiate request.

School Nutrition Services 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.

DIVISION 4

I. BID BONDS

Each Bid shall be accompanied by a certified or cashier's 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 cashier's 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 METROPOLITAN 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 METROPOLITAN 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 METROPOLITAN 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 METROPOLITAN 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 Services or his designee(s) may make visitations to manufacturing facilities of vendors. These visits would be unannounced.

II. PRODUCT CHANGES

- A. The Cleveland Municipal School District's School Nutrition Services 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 Services is to be made prior to delivery. The Executive Director of School Nutrition Services 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 Services 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 Services must be notified in writing prior to delivery. The District has the right to refuse product for any or all 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 Services 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 any State of Ohio regulations, guidance, policy changes or amendments.

III. 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 or store 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 nonresponsive. 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

DIVISION 6

IV. 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. Bidder must supply product dating key for each manufacturer's product line as a part of the School Nutrition Services traceability process.

V. WASTE MANAGEMENT PROGRAMS

Cleveland Municipal School District's School Nutrition Services 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 METROPOLITAN SCHOOL DISTRICT School Nutrition Services for review. This is for informational purposes only. Submission of this information does not affect, in any way, the award of any contract.

VI. 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.

DIVISION 6

VII. 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 Services 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 Services 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 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 Services 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 Services or designee shall be informed immediately. Contractor shall not substitute items not ordered by the CLEVELAND METROPOLITAN 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 Services 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 Services 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 METROPOLITAN SCHOOL DISTRICT School Nutrition Services will result.

- K. Invoices submitted when product is delivered must be in 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 Services or his designee.
 - 4. Delivery equipment shows evidence of improper vehicle temperature or abuse of refrigeration.
 - 5. Any other condition exists which is noncompliant 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.

DIVISION 9

- N. NON-COMPLIANCE OF CONTRACT-The CLEVELAND METROPOLITAN 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 METROPOLITAN 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.
- P. -Delivery schedules shall be submitted to the Executive Director of School Nutrition Services 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.

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. If delivered product does not meet specifications and stated weights, an additional statistical sample may be taken to determine qualitative acceptability.

- R. 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) 838-6951.
- 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: Central Kitchen Manager or their designee. 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.

DIVISION 9

- 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).

CMSD 2021-2022 School Listings

Site Name	Address	Zip Code
ADLAI STEVENSON	18300 Woda Avenue. Cleveland, OH	44122
ALBERT BUSHNELL HART	3900 E. 75 th St. Cleveland, OH	44105
ALFRED A BENESCH	5393 Quincy Ave. Cleveland, OH	44104
ALMIRA	3375 W. 99th St. Cleveland, OH	44102
ANDREW J RICKOFF	3500 East 147 th St. Cleveland, OH	44105
ANTON GARDINA	2955 East 71 St. Cleveland, OH	44104
ARTEMUS WARD	4315 W. 140th St. Cleveland, OH	44135
BARD @ CARL SHULER	13501 Terminal Ave. Cleveland, OH	44135
BENJAMIN FRANKLIN	1905 Spring Rd. Cleveland, OH	44109
BOLTON	9803 Quebec Ave. Cleveland, OH	44106
BUHRER	1600 Buhrer Ave. Cleveland, OH	44109
CAMPUS INTERNATIONAL	3000 Payne Ave. Cleveland, OH	44115
CAMPUS INTERNATIONAL HIGH	3100 Chester Ave. Cleveland, OH	44115
CHARLES A. MOONEY	3213 Montclair Ave. Cleveland, OH	44109
CHARLES DICKENS	13013 Corlett Ave. Cleveland, OH	44120
CLARA WESTROPP	19101 Puritas Ave. Cleveland, OH	44135
CLARK	5550 Clark Ave. Cleveland, OH	44120
CLEVELAND SCHOOL OF ARTS	2064 Stearns Rd. Cleveland, OH	44106
COLLINWOOD	15210 St. Clair Ave. Cleveland, OH	44110
DANIEL E MORGAN	8912 Morris Ave. Cleveland, OH	44106
DENISON	3799 W. 33rd St. Cleveland, OH	44109
DESIGN LAB @ HEALTH CAREERS	1740 E. 32nd St. Cleveland, OH	44114
DIKE MONTESSORI SCHOOL/ARTS	2501 E. 61st St. Cleveland, OH	44104
DOUGLAS MACARTHUR GIRLS LDRSHP	4401 Valley side Rd. Cleveland, OH	44135
EAST CLARK	885 E. 146th St. Cleveland, OH	44110
EAST TECHNICAL	2439 East 55th St. Cleveland, OH	44104
EUCLID PARK	17914 Euclid Ave. Cleveland, OH	44122
FRANKLIN D ROOSEVELT	800 Linn Dr. Cleveland, OH	44108
GARFIELD	3800 W. 140th St. Cleveland, OH	44111
GARRETT MORGAN HIGH	4600 Detroit Avenue, Cleveland, OH	44102
GEORGE W CARVER	2200 East 55th St. Cleveland, OH	44103
GINN ACADEMY @ M SPELLACY	655 E. 162nd St. Cleveland, OH	44110
GLENVILLE	650 E. 113th St. Cleveland, OH	44108
H B BOOKER MONT/HALLE	7901 Halle Ave. Cleveland, OH	44102
HANNAH GIBBONS	1401 Larchmont Rd. Cleveland, OH	44110
HARVEY RICE	2730 East 116th St. Cleveland OH	44120
JAMES F RHODES	5100 Biddulph Ave. Cleveland, OH	44144
JANE ADDAMS	2373 E. 30th St. Cleveland, OH	44115

JOHN F KENNEDY HIGH SCHOOL	15111 Miles Avenue, Cleveland, OH	44128
JOHN ADAMS	3817 Martin Luther King Blvd. Cleveland, OH	44105
JOHN HAY	2075 E. 107 St. Cleveland, OH	44106
JOHN MARSHALL	3952 West 140th St. Cleveland, OH	44111
JOSEPH GALLAGHER	6601 Franklin Blvd. Cleveland, OH	44112
KENNETH CLEMENT	14311 Woodworth Ave. Cleveland, OH	44112
Lakeside (Digital Arts)	1440 Lakeside Ave. Cleveland, OH	44114
LINCOLN WEST	3202 West 30th St. Cleveland, OH	44109
LOUIS AGASSIZ	3595 Bosworth Rd. Cleveland, OH	44111
LOUISA M ALCOTT	10308 Baltic Road Cleveland, OH	44102
LUIS MUNOZ MARIN	1701 Castle Ave. Cleveland, OH	44113
MARION C SELTZER	1468 W. 98 St. Cleveland, OH	44102
MARION STERLING	3033 Central Ave. Cleveland, OH	44115
MARY M BETHUNE	11815 Moulton Ave. Cleveland, OH	44116
MARY B MARTIN	8200 Brookline Ave. Cleveland, OH	44103
MAX S HAYES	2211 W. 65th Street Cleveland, OH	44102
MC2STEM @ CSU	Rhodes Tower West, 2124 Chester Ave. Cleveland, OH	44115
MC2STEM @ GLSC	601 Erieside Avenue, Cleveland, OH	44114
MC2STEM @ Tri C	2900 Community College Avenue, Cleveland OH	44115
MEMORIAL	410 E. 152nd St. Cleveland, OH	44110
MICHAEL R WHITE	1000 E. 92nd St. Cleveland, OH	44108
MILES	11918 Miles Ave. Cleveland, OH	44105
MILES PARK	4090 E. 93rd St. Cleveland, OH	44108
MOUND	5935 Ackley Rd. Cleveland, OH	44105
NEW TECH WEST @ BROOKLAWN	11801 Worthington Ave. Cleveland, OH	44111
NEWTON D BAKER	3690 W. 159th St. Cleveland, OH	44111
OLIVER H PERRY	18400 Schenely Ave. Cleveland, OH	44119
ORCHARD	4200 Bailey Ave. Cleveland, OH	44113
PATRICK HENRY	11901 Durant Ave. Cleveland, OH	44108
PAUL L DUNBAR	2159 West 29 th St. Cleveland, OH	44113
RIVERSIDE	14601 Montrose Ave. Cleveland, OH	44111
ROBERT H JAMISON	4092 East 146 th St. Cleveland, OH	44128
ROBINSON G JONES	4550 W. 150th St. Cleveland, OH	44135
SCRANTON	1991 Barber Ave. Cleveland, OH	44113
STONEBROOK	975 East Blvd, Cleveland, OH	44108
SUNBEAM	11731 Mt. Overlook Ave. Cleveland, OH	44120
THOMAS JEFFERSON	3145 W. 46th St. Cleveland, OH	44102
TREMONT	2409 W. 10th St. Cleveland, OH	44113
VALLEY VIEW BOYS LDRSHP	17200 Valley View Ave. Cleveland, OH	44135
WADE PARK	7600 Wade Park Ave. Cleveland, OH	44103
WALTON	3409 Walton Ave. Cleveland, OH	44113
WARNER	8315 Jeffries Ave. Cleveland, OH	44105
WAVERLY	1810 W 54 th St. Cleveland, OH	44102
WHITNEY M. YOUNG	17900 Harvard Ave. Cleveland, OH	44128
WILBUR WRIGHT	11005 Parkhurst Dr. Cleveland, OH	44111

WILLIAM C BRYANT	3121 Oak Park Ave. Cleveland, OH	44109
WILLIAM RAINEY HARPER	5515 Ira Ave, Cleveland, OH	44109
WILLSON	1122 Ansel Rd. Cleveland, OH	44106
Central Kitchen	16807 St Clair Ave. Cleveland, OH	44110

With the development of the Master Plan for Facilities Renovation & Construction and the Cleveland Plan changes in deliveries may be required. As these changes occur, we will provide you with location names and addresses.

DIVISION 11

I. VENDORS - ACCOUNTING PRACTICES

Successful vendor shall clearly demonstrate to the CLEVELAND METROPOLITAN 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 Services 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 METROPOLITAN 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 METROPOLITAN 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.

IV. 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.

V. "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 METROPOLITAN 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 METROPOLITAN SCHOOL DISTRICT based on price, quality, service, availability and any other value-added services.

If a bidder is offering an item other than the one referenced, the bidder must indicate the brand name. The CLEVELAND METROPOLITAN 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

VI. 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	CASE COUNT	COUNT PER MASTER CASE BEING BID
4	ESTIMATED QUANTITY	<p>NONE. THIS IS THE NUMBER OF CASES BEING ESTIMATED TO BE PURCHASED DURING THE CONTRACT YEAR.</p> <p>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.</p>
5	CASE PRICE	CASE 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

VII. 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 METROPOLITAN 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 METROPOLITAN SCHOOL DISTRICT is unable to meet the USDA Meal Pattern requirements due to this short weight, the CLEVELAND METROPOLITAN SCHOOL DISTRICT shall take a credit equal to the total Federal and State subsidy loss for the day's meals.

VIII. TRANSMITTAL OF ORDERS

- A. The ordering system of the contract supplier must be computerized, web-based and interfaced with Cleveland Municipal School District's K-12 menu management software. 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.

IX. BUYER - DISTRIBUTOR RELATIONSHIP

Under arrangements of reimbursable cost plus fixed fee contract, a distributor is in essence contracted as a buyer for the school district. In the best interest of the district, it is their responsibility to:

- A. Interface with packers on problems relating to product and pack and quality.

- B. Make purchases of specified items at the lowest price, including freight.

- C. Maintain a constant search for substitute items, which offer better values and which are comparable to items currently supplied.

- D. Promote the introduction of new items, either by packer or distributor representative.

- E. Organize and conduct clinics for Food Service Supervisors and/or Cafeteria Managers, conducted by manufacturer representatives, on item usage and preparation.

- F. Respond readily to problems, of delivery, paper transaction, or product performances.

Section B: Special Instructions

Disposable Goods and Cleaning Supplies

I. SPECIAL INSTRUCTIONS FOR DISPOSABLE GOODS AND VARIOUS CLEANING SUPPLIES

1. CHLOROFLUORCARBONS -Any type of foam products supplies submitted in this bid, as an item to be considered for use in the CLEVELAND METROPOLITAN SCHOOL DISTRICT shall not contain CFC's (CHLOROFLUOROCARBONS).
2. CLEANING CHEMICALS-To comply with Occupational Safety and Health Administration (OSHA), Hazard Communication Standard 29 CFR 1910.1200 and the "Right to Know" law, bidders shall supply Material Safety Data Sheets (MSDS) for all chemical items that contain hazardous ingredients or components. **Current Copies of MSDS sheets MUST be submitted with bid packet.**
3. WASTE MANAGEMENT PROGRAMS-Cleveland Municipal School District's Food and Child Nutrition Services is concerned about environmental issues. As a result, any programs available that may be a solution to the solid waste management such as recycling, and /or incorporation of rework will be considered. Programs that become available during this contract period should be presented to the Cleveland Municipal District's Food and Child Nutrition Services for review. This is for informational purposes only. Submission of this information does not affect in any way the award of any contract.
4. All products are to be delivered directly to sites. There are to be no drop shipments.
5. All products must be delivered directly to the site kitchen. Any third-party shipment must be delivered to site kitchen for signature. No exceptions.
6. All products must comply with current Buy American Policy #SP38-2017 as applicable.
7. Verification as to 'Country of Origin' will be made with successful vendor(s) on awarded products as per Buy American Policy SP38-2017.

Section C: Itemized Disposable Items Form

**CLEVELAND METROPOLITAN SCHOOL DISTRICT
SCHOOL NUTRITION SERVICES
VARIOUS DISPOSABLE ITEMS**

ITEM NO.	ITEM DESCRIPTION	1 BRAND NAME	2 PRODUCT CODE	4 ESTIMATED QUANTITY	5 CASE COST	EXTENDED CASE COST	COMMENTS
1	<p>BAGS, TRASH CAN LINER 100% Virgin Hexene LLDPE. Black. Star closure. 40" X 46". Min 0.84 Mil. 100/cs. Desired Brand: North American Plastics #H482 or school nutrition approved equal</p>	Noamco		5,000			
2	<p>BAGS, 4 OZ. FRENCH FRY Made from grease resistant paper. 4 7/8" x 4". 1,000 ct/cs. Non-permeable. Desired Brand: Brown Paper #807 or school nutrition approved equal</p>	Brown paper		20			
3	<p>BAGS, PAPER, 5# KRAFT GROCERY 500 ct/bundle. Desired Brand: Duro 'Tiger' or school nutrition approved equal</p>	Novalex		200			

4	BOWL, 12 OZ Black. 20 Mil OPS. Must be able to be placed in warming unit approximately 170o F. 500/cs. Desired Brand: Atrium #24013 or school nutrition approved equal			674			
5	BOWL LID, DOMED, 12 OZ. Clear 15 Mil OPS for Item #4 above. 500/CS. Desired Brand: Atrium Packaging # 24400 or school nutrition approved equal			225			
6	BOWL LID, FLAT, 12 OZ. Clear 15 Mil OPS for Item #4 above. 500/CS. Desired Brand: Atrium Packaging # 24100 or school nutrition approved equal			300			
7	BOWL, 16 OZ Black. Hi-Temp. Must be able to be placed in warming unit approximately 180o F. 250/cs. Desired Brand: Anchor #M5802B or school nutrition approved equal			1			
8	BOWL LID, FLAT, 16 OZ. Clear PETE lid for Item #7 above. 250/CS. Desired Brand: Anchor # LH5800D or school nutrition approved equal			1			
9	CUP, SOUFFLE, 2 OZ. Translucent plastic 20-125 ct/cs. Desired Brand: Dart #200PC or school nutrition approved equal			60			
10	CUP LID, 2 OZ. Clear PET Lid for item #9 above. 20-125 ct/cs. Desired Brand: Dart 200PCL or school nutrition approved equal			60			

11	DISPOSABLE HOTEL PAN FULL SIZE, 20"X12"X2.18" 50/cs. Desired Brand: D&W #B98 or school nutrition approved equal			25			
12	DISPOSABLE HOTEL PAN LID Heavy gauge. Aluminum to fit item # 11 above. 50/cs. Desired Brand: D&W #B95 or equal			450			
13	FOOD WRAP, 18" ALUMINUM FOIL Heavy Weight. Dispenser box. 18"x 500'. Desired Brand: Western Plastics #286 or school nutrition approved equal or equal			662			
14	FOOD WRAP, PLASTIC Dispenser/cutter Box 18" X 2000'. Desired Brand: WESTERN PLASTICS #182 or school nutrition approved equal			200			
15	FOOD WRAP SHEETS, CUSHION FOIL Printed pattern or solid colors. 10.5 " X 14". 5-500 ct/cs. State available patterns in comments. Desired Brand: Brown Paper Goods, Bagcraft or school nutrition approved equal	Blue Green Red Yellow		400			
16	GLOVES, POLYETHYLENE, LARGE Thickness: 1 Mil. Minimum of 2" above wrist. 10-100 ct/cs. Size: Large Desired Brand: Safety Zone or school nutrition approved equal			150			
17	GLOVES, POLYETHYLENE, MEDIUM Thickness: 1 Mil. Minimum of 2" above wrist. 10-100 ct/cs. Size: Medium Desired Brand: Safety Zone or school nutrition approved equal			400			

18	LUNCH BOX WITH HANDLE CLEAR 18 MIL PETE Approximate Dimensions: 7 3/4" X 7 1/2" X 3 9/16" 100/cs Desired Brand: Atrium #21552 or school nutrition approved equal			6,000			
19	NAPKINS, NATURAL Interfold, 13" X 8.5" Single-ply. 12-500 ct/cs.. To be used in 'XPRESSNAP SYSTEM' Dispensers. Desired Brand: SCA 'TORK' #DX908E or school nutrition approved equal			500			
20	PAN LINER Quilon coated, 25#. Approx. 16.25" X 24.75". 1,000 ct/cs. Desired Brand: Tincum or school nutrition approved equal			400			
21	PLASTIC, FORKS BULK Medium weight polypropylene, Bulk. 1,000 ct/cs. Desired Brand: Dispoz-O #P1001 or school nutrition approved equal			1,300			
22	PLASTIC, KNIFE, BULK Medium weight polypropylene, Bulk. 1,000 ct/cs. Desired Brand: Dispoz-O #P1002 or school nutrition approved equal			100			
23	PLASTIC, SOUP SPOON, BULK Medium weight polypropylene, Bulk. 1,000 ct/cs. Desired Brand: Dispoz-O #P1004 or school nutrition approved equal			150			
24	PLASTIC, TEASPOON, BULK Medium weight polypropylene, Bulk. 1,000 ct/cs. Desired Brand: Dispoz-O #P1003 or school nutrition approved equal			1,600			
25	FOOD TRAY, 2# Paperboard with Design. 1000/cs Desired Brand: Southern Champion, Bagcraft or school nutrition approved equal			244			

26	FOOD TRAY, 5# Paperboard with Design. 500/cs Desired Brand: Southern Champion, Bagcraft or school nutrition approved equal			5,500			
27	STRAWS, SODA Polypropylene. White/Red Stripes. Individually wrapped. 5.75" long. 500/box. 24/500 ct/cs, Desired Brand: D&W #MSW24-500S or school nutrition approved equal			500			
28	3 COMPARTMENT TRAY Polystyrene foam, Hinged lid. 9"X9"X3". White, 200/cs Desired Brand: Dart #95HT3/Darnell or school nutrition approved equal			500			
29	TRAY, 5-COMPARTMENT SERVING Polystyrene foam, Approx. 8" X 10" X 1.5". 4-125 ct/cs. Desired Brand: Genpak #10500, PACTIV #TH10500 or school nutrition approved equal			9,400			
30	TRAY, CARRY Polystyrene foam, 8" X 10". 4-125 ct/cs. Desired Brand: CKF #8S or school nutrition approved equal			500			
31	TRAY, NACHO LARGE 2 Compartment tray. One large compartment and one side dip cup with 1/2 cup capacity. 500/cs Desired Brand: Parpak #21506 or school nutrition approved equal			300			

32	UTENSIL PACKET, SPORK, STRAW, NAPKIN Shall contain: 1 Spork- 5.5"; 1 Straw- Plastic- 6" X .163; 1 Napkin- 8" X 10". White. 1,000 ct/cs. DESIRED BRAND: D&W or school nutrition approved equal			5,000			
33	ALL PURPOSE CLEANER, NON-BUTYL - For floors and walls. Approved for non-food contact surfaces. 4-1 gallon/cs. Desired Brand: Simoniz FILM FYTER, ALCO #199 or school nutrition approved equal			300			
34	CLEANSER, SCOURING 24-21 oz can/cs. Desired Brand: AJAX, COMET or school nutrition approved equal			25			
35	DESCALER/DELIMER Phosphoric acid based descaler to remove lime scale. 4-1 gallon/cs Desired Brand: CHEM-TEL INC. SKLSR , ALCO "LIME DELETE" or school nutrition approved equal			150			
36	GREASE CUTTING DISH SOAP, LIQUID 5 Gallon pail. Desired Brand: SIMONIZ EMERALD GREEN, ALCO #300 DREAM SUDS or school nutrition approved equal			850			
37	LAUNDRY DETERGENT WITH BLEACH ALTERNATE Powder. 36 lb box. Desired Brand: TIDE #02364 or school nutrition approved equal			300			

38	OVEN & HOOD CLEANER, LIQUID 10-15% Potassium hydroxide (CAS 1310-58) and coconut diethanolamine (61790-63-4). 4-1 Gallon/cs Desired Brand: SIMONIZ GOOD HOOD, ALCO 'BLAST OFF' # 325 or school nutrition approved equal			200			
39	BLEACH LIQUID 5.25% Sodium Hypochlorite 6-1 Gallon/cs Desired Brand: Austin's, Clorox or school nutrition approved equal			450			
40	SANITIZER, TEST STRIPS For use with chlorine sanitizer item #39 above			200			
41	SCOURING PADS, COMMERCIAL Synthetic, 6" X 9". 6-10 ct/cs. Desired Brand: 3M #96 or equal			200			
42	SOAP PADS, STEEL WOOL Hotel size. 12-10 ct/cs. Desired Brand: BRILLO or school nutrition approved equal			100			
43	BROOM Large angled 13" with poly flagged bristles.. Bid and delivered by each. Desired Brand: Rubbermaid #6375 or school nutrition approved equal			160			
44	DUST PAN Rubber or Heavy duty plastic preferred. Bid and delivered by each. Desired Brand: RUBBERMAID #2005 or school nutrition approved equal			80			
45	MOP HANDLES, WOOD Janitor, screw clamp. 54" Long. Compatible with item # 46 above. Bid and delivered by each.. Desired Brand: GREENWOOD MOP or school nutrition approved equal			100			

46	MOP HEAD 16 OZ. Cotton, 4 ply, Loop and sewn. Compatible with item #45 above. Bid and delivered by each. Desired Brand: GREENWOOD MOP or school nutrition approved equal			375			
47	DISH CLOTHS, DISPOSABLE Rayon, Pink on White. 200/ st/cs. Desired Brand: ATLANTIC MILLS #8507A or school nutrition approved equal			500			
48	DISH CLOTHS 100% Cotton. Waffle weave. 13" X 15". Bid and Delivered by dozen. Desired brand: San Jamar #706DC or school nutrition approved equal			225			
49	GLOVES, POT & PAN Unlined nitrile gloves. 19" long. (Above elbow length). 25 Mil thickness. Bid and delivered by pair. Desired Brand: San Jamar 19NU-L or school nutrition approved equal			88			
50	HAIRNETS, NYLON HONEYCOMB BLACK 20". Latex free. 100 ct/box. Desired Brand: CELLUCAP, ULINE 15371BR or equal			175			
51	HAIRNETS, NYLON HONEYCOMB , BROWN 20" . Latex free. 100 ct/box. Desired Brand: CELLUCAP, ULINE 15371BR or school nutrition approved equal			70			
52	HAND TOWELS Dish Towels Terry Cloth 16" X 27". Weight: 44 oz/dozen. Bid and delivered by dozen. Desired Brand: San Jamar #HT1275W or school nutrition approved equal			600			

53	OVEN MITT 17", QUILTED EXTERIOR Steam and grease repellant mitts lined. Thick cotton batting. Hand protection to 400o. Bid and delivered by pair. Desired Brand: San Jamar #817TM or school nutrition approved equal			150			
54	OVEN MITT 17", SILICONE PUPPET STYLE BLACK Coverage to Elbow. Heat protection to 500o. Bid and delivered by pair. Desired Brand: San Jamar #UPM17B or school nutrition approved equal			1			
55	POT HOLDERS 8" X 8" Commercial grade cotton terry cloth. Bid by dozen. Desired Brand: San Jamar #802TPH or school nutrition approved equal			286			
56	PREP PADS, ALCOHOL 2" X 2" individually wrapped. 20-200 ct boxes/cs. Desired Brand: PDI or school nutrition approved equal			200			
57	Vinyl Gloves powder free XL Preferred Brand: Select Value #294498			70			
58	Vinyl Gloves powder free L Preferred Brand: Select Value #294496 or school nutrition approved equal			300			
59	Vinyl Gloves powder free M Preferred Brand: Select Value #294494 or school nutrition approved equal			50			
60	Vinyl Gloves powder free S Preferred Brand: Select Value #294490			40			
61	9oz Plastic cup (Dart) 1/2500 ct Preferred Brand: Dart #Y-9 or school nutrition approved equal			10			
62	Asian Take out paper container Preferred Brand: Dart #12 Kraft 3/60ct or school nutrition approved equal			50			

63	60181 25# Shorty Heavy Duty Grocery bag 400/25# bags Dublife 70224						
64	60182 Clear T sack- bag 12"x7"x22"1000/12"x7"x22" Hilex 29-11A						
65	60183 Bag, brown handle shopping 1/200ct JOSHEN 108932						
66	60291 Insulated Foil Hamburger bag (6.5 X1.5 X 8) 1000 ea. Eco craft 300526						
67	60292 Insulated Foil Hot dog bag (3.5 X1.5 X 8) 1000 ea. Eco craft 300456						
68	60271 3 compartment To Go clam shell 200/ct. DARNEL Q-3						

CMSD CATALOG ITEMS

ITEM NO.	CMSD CATALOG #	ITEM DESCRIPTION	2 PRODUCT CODE	4 ESTIMATED QUANTITY	5 CASE COST	EXTENDED CASE COST	COMMENTS
1	90280	Whisk, 12"					
2	90265	Vegetable Peeler					
3	90275	Utility Pail, Gray					
4	90310	Tongs, Stainless Steel 12"					
5	90270	Thermometer Validation Cup					
6	90260	Stem Thermometer					
7	90255	Spoodle, 4 oz. Solid					
8	90250	Spoodle, 4 oz. Slotted					
9	90245	Sheet Pan, 18" x 26"					
10	90300	Serving Spoon, Solid					
11	90295	Serving Spoon, Slotted					
12	90240	Rubber Scraper, 13.5"					
13	90235	Rubber Scraper, 10"					
14	90230	Purell, 8 oz Bottle					
15	90225	Pizza Cutter					

16	90220	Paring Knife, 3 1/2"					
17	90215	Pan, Third Size 4"					
18	90210	Pan, Half Size 2 1/2"					
19	90200	Pan, Full Size 2" Slotted					
20	90205	Pan, Full Size 2 1/2"					
21	90195	Measurer, 4 Quart Liquid					
22	90190	Measurer, 2 Quart Liquid					
23	90180	Measurer, 1 Gallon Liquid					
24	90175	Measurer, 1 Cup					
25	90170	Ladle, 2 oz					
26	90165	Ladle, 1 oz					
27	90315	Knife, Serrated 6"					
28	90305	Knife Sharpener					
29	90160	Ice Pack					
30	90155	Dry Measuring Spoon Set					

31	90150	Dry Measuring Cup Set					
32	90145	Disher #8					
33	90290	Disher #24					
34	90285	Disher #10					
35	90140	Cutting Board					
36	90135	Cut-Resistant Glove, Medium					
37	90130	Cooler Thermometer					
38	90125	Colander, Large					
39	90120	Chef Knife, 6"					
40	90115	Can Opener, Electric					
41	90110	Bandage Station Kit					
42	90105	Allergy Cloth					
43	90100	Allergy Bucket					

Section D: Bid Form

The undersigned proposes to provide **Furnishing and Delivering Disposable Goods & Various Cleaning Supplies for Various Schools & Central Kitchen for the Cleveland Metropolitan School District** in accordance with the Specifications and to the entire satisfaction of, and acceptance by, the District and for the following prices. The vendor confirms that the offer below is good for a period of ninety (90) days from submittal due date. The term of this agreement will begin immediately upon selection, approval and contract execution through completion to the lowest responsive and responsible vendor. CMSD reserves the right to request additional pricing from the awarded Vendors for services not identified herein. Vendor shall provide the best rates for services later identified by CMSD based on the request and in accordance with the specifications and requirements outlined herein. The District does not guarantee utilization of services or make any comment as to minimum amount of services through the term of any awarded agreement.

Vendors must complete the signatory requirement below

COMPANY NAME: _____

REPRESENTATIVE: _____
PRINT (TITLE)

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____

TELEPHONE: () _____ FAX NO: () _____

E-MAIL ADDRESS: _____ DATE: _____

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization (FSMC)

Name/Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: _____ a. bid/offer/ application b. initial award c. post-award	3. Report Type: _____ a. initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of Last Report _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity: (last name, first name, MI) 10. b. Individuals Performing Services (including address if different from No. 10,a.) (Attach Continuation Sheet(s) SF-LLL-A if Necessary) (if individual, last name, first name, middle)		
11. Amount of Payment (check all that apply): \$ _____ Actual \$ _____ Planned	13. Type of payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: Nature _____ Actual _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11: (Attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Are Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____		
16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET SF-LLL-A

Reporting Entity: _____ Page ____ of ____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub awardee; e.g., the first sub awardee of the prime is the 1st tier. Sub awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes; e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
11. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-00046), Washington, DC 20503.