



SPECIFICATIONS, INSTRUCTIONS, AND PROPOSAL FORMS

FOR

RFP #21183

General Supplies-Special Education

FOR THE
CLEVELAND MUNICIPAL SCHOOL DISTRICT

**DBA: THE CLEVELAND METROPOLITAN SCHOOL DISTRICT
1111 SUPERIOR AVENUE E, SUITE 1800
CLEVELAND, OHIO 44114**

UNDER THE DIRECTION OF THE INFORMATION TECHNOLOGY DIVISION OF THE BOARD OF
EDUCATION OF THE CLEVELAND METROPOLITAN SCHOOL DISTRICT – CUYAHOGA COUNTY OHIO

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SECTION I: INVITATION TO RFP #21183

Separate Sealed Proposals for the requirement set forth below will be received in the Cashier's Office of the Cleveland Metropolitan School District located at 1111 Superior Avenue E, Cleveland, Ohio 44114, until **1:00 pm current local time on April 15, 2016**. This RFP will not be publicly opened.

General Supplies-Special Education

Copies of Instructions to Proposers, Specifications, and Drawings may be obtained directly from the District's Webpage. Go to Clevelandmetroschools.org/purchasing and click on the RFP number. If you require assistance, please contact Denyse Hirsch at 216-838-0413 or via email at Denyse.Hirsch@clevelandmetroschools.org.

There will not be a pre-proposal conference for this RFP. All questions and correspondence related to this RFP must be submitted in writing ONLY by **12:00 pm on April 6, 2016** to Denyse Hirsch via email to denyse.hirsch@clevelandmetroschools.org. All questions and concerns with corresponding answers will be sent to every prospective vendor and posted on the website. Any errors and/or omissions reported will be addressed via Addenda.

No Proposal may be withdrawn for at least ninety (90) days after the scheduled closing time for receipt of Proposals by the order of the Board of Education of the Cleveland Metropolitan School District, Cuyahoga County, Ohio.

The Cleveland Metropolitan School District reserves the right to reject any and all Proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional Proposals. The Cleveland Metropolitan School District does not discriminate in educational programs, activities, or employment on the basis of race, color, national origin, sex, age, religion, or disability. Proposers on this work shall be required to comply with all applicable requirements pertaining to fair labor state and local government.

M. Angela Foraker
Executive Director of Purchasing

SECTION II: LETTER REQUESTING PROPOSALS

Date: **March 18, 2016**

Subject: **General Supplies-Special Education**

Dear Vendors:

In order to be considered, all proposals must be received at the Cashier's Office of the Cleveland Metropolitan School District on or before **1:00 pm on April 15, 2016**. One (1) hard copy original, with blue ink signatures, two (2) copies of the proposal, and an electronic copy of the proposal on a USB flash drive, including supporting documentation must be submitted. The proposal name and number must be stated on the exterior of the submission envelope(s). This includes shipping labels. All proposals must be received in sealed envelopes.

There will not be a pre-proposal conference for this RFP. Written questions must be received on or before **12:00 pm April 6, 2016**. No telephone calls will be permitted. Send questions to via email to Denyse.Hirsch@clevelandmetroschools.org. Under no circumstances should any firm interested in providing services identified in this RFP, their designees, or any affiliated with their firm, contact any other District employee or official during the RFP process in an attempt to lobby or influence the selection of a vendor pursuant to this RFP. RFP number and title must be included in all correspondence. All questions/concerns with corresponding answers will be sent to every prospective vendor and posted on the District's webpage. Any errors and/or omissions will be addressed via Addenda issued no later than **April 8, 2016**.

The Cleveland Municipal 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 proposal must complete the appropriate forms and submit same with their proposal. 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 Municipal School District accepts no obligations for costs incurred by proposers in preparing or submitting a proposal and reserves the right to reject any and all proposals received.

M. Angela Foraker
Executive Director of Procurement

SECTION III: INSTRUCTIONS TO PROPOSERS

General Supplies-Special Education

1. All Proposals shall be made upon the Proposal Form (s) furnished. All information requested in the RFP must be filled in legibly and complete with blue ink signatures, or the proposal may be considered non-responsive. No oral, telephonic, or telegraphic proposals or modifications will be considered. **RFP name and number must be on the outside envelope of submittals including shipping labels.**
2. Proposals are due at the Cashier's Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114, before **1:00 p.m. current local time on April 15, 2016.**
3. All submissions must include **one (1) original, with blue ink signatures, two (2) copies, and one (1) completed set of proposal forms in electronic format on a USB flash drive.** Vendors who do not comply with this requirement will be notified that they have twenty-four (24) hours in which to comply with this requirement or their proposal will be **disqualified**. This applies to **copies only.**
4. No proposal may be withdrawn for at least ninety (90) days after receipt of proposals at **1:00 pm**, current local time on **April 15, 2016**. This RFP will not be opened publicly.
5. The Cleveland Metropolitan School District reserves the right to reject any and all Proposals, to waive any and all informalities or irregularities, and to disregard all non-conforming responsive conditional proposals.
6. Proposer understands and agrees that subsequent to submission of the Proposal, any District resolution authorizing the award of a contract or agreement does not vest any contractual rights in the proposer.
7. Proposer understands and agrees that any such District resolution operates only to encumber funds necessary for the projects and does not create a binding contract.
8. Proposer further acknowledges and agrees that any such District resolution may be revoked, at any time prior to execution of a formal, written contract.
9. Proposer acknowledges and agrees that it has no vested contractual right until such time as a purchase order and contract have been issued.
10. Proposer further acknowledges and agrees that execution of a contract and issuance of a purchase order is not a ministerial function, but is a formal requirement for acceptance of the RFP.

11. Proposer must present evidence to the District, upon request, that they are fully competent and have the necessary facilities, equipment and financial resources to perform the work required in the Specifications within the time frame required.
12. This RFP should be submitted before **1:00 pm** current local time on **April 15, 2016**, to the Cashier's Office of the Cleveland Metropolitan School District, 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114. **The submission is to include one (1) original, with blue ink signatures, two (2) copies and one (1) completed set of forms on a USB flash drive of the following:**
 - a. Completed Proposal Form(s) including evidence of State certification to perform the work required.
 - b. Signed Acknowledgement for Instructions to Proposers
 - c. Signed and notarized Proposer's Qualification Form.
 - d. Signed Conflict of Interest Form.
 - e. Completed and notarized Non-Collusion Affidavit.
 - f. Completed and notarized EOQ 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(s) to sign legal documents such as the Proposal Form, Proposer's Qualification Form, etc.

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

13. District shall not include Ohio Sales tax in the price quoted. The Cleveland Metropolitan School District will provide a tax exempt certificate to the Proposer upon request.
14. **SECURITY:** Vendor's workmen, foremen, other personnel, and subcontractors will be required to meet Cleveland Metropolitan School District security requirements. Vendor must issue personnel I.D. badges. Any worker not complying with CMSD security requirements will immediately be ordered off the project and without prejudice or recourse to CMSD.
 - Vendor agrees to successfully complete background checks on all of its employees, agents, and subcontractors who provide services under this Agreement to CMSD facilities. Vendor agrees to warrant that it will not at any time hire or utilize any individual to provide services under this

Agreement on CMSD premises where such person has been convicted of, or pleaded guilty to, any criminal offense enumerated in O.R.C. 3319.39(B).

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

Commercial General Liability – Including limited contractual liability	\$1,000,000.00 Limit of Liability (per occurrence)
Umbrella/Excess Liability – With respect to the Commercial General Liability	\$1,000,000.00/\$2,000,000.00 (per occurrence/in the aggregate)
Automobile Liability – Including non-owned and hired	\$1,000,000.00 Limit of Liability (per occurrence)
Workers Compensation	Workers compensation and employer’s insurance to the full extend as required by law

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

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

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

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

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

Non-diversity vendors will have their diversity business participation counted toward their goal attainment only with minority vendors who are certified and

demonstrate previous experience in the respective business classification of the prime contractor. Only direct participation in the subcontract will be counted toward diversity business enterprise goal attainment.

The diversity business goal for this RFP is: 20% for goods

SECTION III: ACKNOWLEDGEMENT

(Name of Company)

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

By: _____
(Name and Title)

Date: _____

SECTION III: TAXPAYER ID FORM

Form <b style="font-size: 1.5em;">W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b style="font-size: 1.2em;">Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	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; 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) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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) _____ <i>(Apply to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center; font-size: 0.8em;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">OR</td> </tr> <tr> <td colspan="10" style="text-align: center; font-size: 0.8em;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table>	Social security number																				OR										Employer identification number																			
Social security number																																																			
OR																																																			
Employer identification number																																																			

Part II Certification Under penalties of perjury, I certify that:					
1. 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					
2. 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					
3. I am a U.S. citizen or other U.S. person (defined below); and					
4. 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 on page 3.					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 2px;">Sign Here</td> <td style="padding: 2px;">Signature of U.S. person ▶</td> <td style="width: 40%;"></td> <td style="padding: 2px;">Date ▶</td> </tr> </table>	Sign Here	Signature of U.S. person ▶		Date ▶	
Sign Here	Signature of U.S. person ▶		Date ▶		

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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-INT (interest earned or paid)
- 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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SECTION III: NO PROPOSAL FORM

RFP #21183

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

To all prospective bidders/proposers:

Each company or person receiving this package has at some point in time requested to be placed on the 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 contract cycle. Please note the following and take action accordingly.

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

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

_____ (2) If you do not wish to remain on the active 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 III: 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

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 III: 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 IV: PROPOSER QUALIFICATIONS FORM

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

PROPOSER NAME: _____

ADDRESS: _____

CITY; STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

TELEPHONE: () _____ TOLL FREE: () _____

TAXPAYER IDENTIFICATION NUMBER: _____

1. What type of organization? (i.e. corporation, partnership, etc.)
2. How many years has your organization been in business?
3. How many years has your organization been in business under its current name?
4. List any other aliases your organization has utilized in the last two years and the form of Business
5. If you are currently a corporation, list the following:
 - a. State of incorporation
 - b. Date of incorporation
 - c. President's name
 - d. Secretary's name
 - e. Treasurer's name

- f. Statutory agent's name
 - g. Name of shareholders, if less than 10
 - h. Principal place of doing business
6. If you are currently in a partnership, list the following:
- a. Name and address of all general and limited partners.
 - b. Original name and date of organization's inception
7. If you are neither a corporation nor a partnership, please describe your organization and list principals.
8. Are you legally qualified to do business in the State of Ohio?
9. Are you legally qualified to do business in Cuyahoga County and the City of Cleveland?
10. Has your organization ever been sued by a customer for failure to completely a contract or properly perform services in a timely manner? If yes, please state where, when, and why.
11. Has your organization ever been cited by a local, county, state, or federal authority for violation of a regulation or statute or failing to timely complete a contract in accordance with specifications? If yes, please state date, agency, and final disposition.
12. Has your organization ever filed for bankruptcy? If yes, please state where, when and why?

13. On a separate sheet, list the major customers for whom your organization has provided this type of equipment or service in the past five years. Include owner's name and type of work performed.

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

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

Name of insuring company:_____

Policy number:_____

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

Owned vehicles_____

Non-Owned vehicles_____

Name of insuring company_____

Policy number_____

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

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

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

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

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

SECTION IV: PROPOSER'S QUALIFICATION FORM

NOTARIZED STATEMENT

_____ being duly sworn and deposes says

That he/she is the _____ of
(title)

_____, and answers to all the
(organization)

Foregoing questions and all statements therein contained are true and correct.

(signature)

Subscribed and sworn before me this ___ day of _____, 20__

Notary Public: _____

My commission expires: _____

SAMPLE: STATE OF OHIO INSURANCE

S A M P L E

STATE OF OHIO

DEPARTMENT OF INSURANCE

CERTIFICATE OF COMPLIANCE

As Superintendent of Insurance of the State of Ohio, I

do hereby certify that _____

a corporation located at _____

in the State of _____

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

authorized to transact in this state its appropriate

business of insurance as prescribed under Section 3941.02.

of Ohio, including Fidelity Insurance.

From _____ 20____, until _____

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

Superintendent of Insurance of Ohio

SAMPLE: ACORD CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/>	<input type="checkbox"/>				\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/>				AGGREGATE \$
		<input type="checkbox"/>	<input type="checkbox"/>				\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT \$
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$
		<input type="checkbox"/>	<input type="checkbox"/>				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

SECTION V: NON-COLLUSION AFFIDAVIT

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

NON-COLLUSION AFFIDAVIT
State of Ohio, Cuyahoga County

_____, being first duly sworn, deposes and says that

he/she is _____ of _____

of the party making the foregoing Proposal; that such Proposal is genuine and not collusive or sham; that said 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 Proposal price of affiant or any other Proposer, to fix any overhead, profit or cost element of said Proposal price, or of that of any Proposer, or to secure any advantage against the Board of Education of the Cleveland Metropolitan School District, or any person or persons interested in the proposal; and that all statements contained in said Proposal are true; and further that such Proposer has not, directly or indirectly, submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any Association or to any member or agent thereof.

Affiant

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

Notary Public in and for Cuyahoga County, Ohio

My commission expires: _____

SECTION VI: DIVERSITY BUSINESS ENTERPRISE PARTICIPATION FORMS – PART I: PROGRAM OVERVIEW

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

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

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

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

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

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

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

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

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

SECTION VI: DBE PARTICIPATION FORMS – PART I: TERMS AND CONDITIONS OF NOTICE AND REQUIREMENTS TO ENSURE 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 women.

TERMS

1. DBE participation will be counted toward meeting the goals outlined in the notice as follows:
 - a. The total dollar value of a correct contract or subcontractor indirect subcontract awarded toward a certified DBE will be counted toward the applicable goal.

- b. In the case of a joint venture, certified by the Cleveland Municipal School District, the portion of the total dollar value of the contract equal to the percentage of the ownership and control of the DBE partner in the joint vendor will be counted toward the applicable goal. (PLEASE RETURN DBE FORM E)
 - c. Only expenditures to DBE that perform a commercially useful function in the work of a contract or subcontract or indirect subcontract will be counted toward DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of work of a contract or subcontract and carries out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE is presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption.
 - d. The total dollar value of materials and supplies obtained from DBE suppliers and manufacturers will be counted toward DBE goals if the DBE assumes the actual and contractual responsibility for the provision of the materials and supplies.
2. A proposer who fails or refuses to complete and return this Notice may be deemed a non-responsive proposer.
3. The contractor's goals as set forth in this Notice shall express the contractor's commitment to the percentage of DBE utilization during the term of this contract. The contract shall be deemed to have met its commitment for DBE utilization if the DBE utilization rate of the contractor meets the goals established by this Notice.
4. The contractor must receive the approval of the District before making substitutions for any subcontractors listed in the Notice. Substitution of DBE is not allowed unless the contractor receives District approval.
5. The contractor's commitment to a specific goal is to meet the DBE objectives and is not INTENDED and shall not be used to discriminate against any qualified company or group or companies.
6. Only DBE's and joint ventures that have been certified by the District will be considered eligible for inclusion in the contractor's goals for DBE utilization. Where a contractor wishes to include as a subcontractor or joint venture, a DBE which has not been certified by the District, the contractor must request and receive such certification from the Diversity Officer prior to submission of the bid or proposal.
 - a. Any firm which believes that it has been wrongly denied certification as a DBE or joint venture may request reconsideration by the Purchasing Director. However, the decision of the Purchasing Director, which must be presented in writing, will be considered final.

7. 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 subcontracting to or undertaking to joint venture with DBE firms. If the contractor fails to meet the goal, it will carry the burden of furnishing sufficient documentation as part of the proposal response of its good faith efforts to justify a grant of relief from the goals set forth in this Notice. Such justification will take the forms of a detailed report which will document at least the following information.
 - a. Attendance at the pre-proposal meeting, if any, scheduled by the District to inform DBE's of Subcontracting opportunities under a given solicitation.
 - b. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids or proposals are due. If twenty (20) days are not available, publication for a shorter reasonable time is acceptable.
 - c. Written notification to DBE that their interest in the contract is solicited, and follow-up contact to determine whether the DBE's were interested.
 - d. Efforts made to select portions of the proposed work to be performed by DBE in order to increase the likelihood of achieving the stated goals.
 - e. Efforts to negotiate with DBE for specific sub-bids, including at a minimum:
 - i. The names, addresses, and telephone numbers of DBE's that were contacted.
 - ii. A description of the information provided to DBE regarding the plans and specifications for portion of the work to be performed; and
 - iii. A statement of why additional agreements with DBE were not reached.
 - iv. Completion of (Form E) if DBE's are not involved in the RFP.
 - f. Concerning each DBE the supplier/contractor contacted but rejected as unqualified, the reasons for the supplier's/contractor's conclusion.
 - g. Efforts made to help the DBE's contacted that needed assistance in obtaining required bonding, lines of credit, or insurance.
 - h. Use of the services of minority community organizations, minority contractor's groups, governmental minority business assistance offices, and other organizations that assist in the recruitment and placement of DBE's.
8. Suppliers/contractors that fail to meet DBE goals and fail to demonstrate sufficient good faith efforts are may not eligible for contract awarded.
9. 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.

10. 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.
11. Proposers and contractors are bound by all requirements, terms and conditions of this Notice.
12. Nothing in this Notice shall be interpreted to diminish the present contract compliance review.

SECTION VI: DBE PARTICIPATION FORM – DBE FORM B

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

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

The undersigned 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.

Proposer: _____

Date: _____

By: _____

Title: _____

Definition of DBE: A Diversity Business Enterprise (DBE)

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

SECTION VI: DBE PARTICIPATION FORMS – DBE FORM C

SCHEDULE MBE/FBE PARTICIPATION

Project Name: _____

Name of Non-DBE Contractor: _____

Identification Number: _____

Location: _____

Name of Minority Contractor: _____

Address: _____

City, State, Zip: _____

Type of work to be performed and work hours involved:

Projected commencement and completion dates for work:

Agreed price in dollars or percentage:

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

TO BE RETURNED WITH THE PROPOSAL

Signature of Non-DBE Prime Contractor

Date: _____

SECTION VI: DBE PARTICIPATION FORMS – DBE FORM D

DBE LETTER OF INTENT

To: _____
Non-DBE Prime or General Proposer

Project: _____

NON-DBE PRIME OR GENERAL PROPOSER

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

an individual a corporation a partnership a joint venture

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

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

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

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

Items _____

Projected Commencement Date _____

Projected Completion Date _____

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

Date

Name of DBE Firm (where applicable)

Signature of DBE (where applicable)

Signature of MBE Firm

(TO BE RETURNED WITH RFP)

Name of FBE Firm

Signature of FBE Firm

SECTION VI: DBE PARTICIPATION FORMS – DBE FORM E

DBE Unavailability Certification

I, _____,
Name Title

Of _____, certify that on _____
Date

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

Board Project: _____

Minority Contractor: _____

Work Items Sought: _____

Form of Proposal Sought: _____

Female Contractor: _____

Work Items Sought: _____

Form of 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 Proposer

Signature, Non-DBE Prime Bidder

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

Signature, Non-DBE prime Proposer

SECTION VI: DBE FORMS – NON-MINORITY PRIME AFFIDAVIT FOR DBE

**STATE OF
COUNTY OF**

} SS.

AFFIDAVIT

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

Name of Firm: _____

Signature: _____

Name and Title: _____

Date: _____

STATE OF }
COUNTY OF } SS.

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

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

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

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

(Seal)

Notary Public _____

Commission expires _____

SECTION VI: DBE FORMS – FORM F

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

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

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

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

5. Nature of Joint Venture's Business: _____

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

 - b. Capital contributions, including equipment: _____

 - c. Other applicable ownership interest: _____

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

a. Financial decisions: _____

b. Management decisions, such as:

i. Estimating: _____

ii. Marketing and Sales: _____

iii. Hiring and firing of management personnel: _____

iv. Purchasing of major items or supplies: _____

c. Supervision of field operations: _____

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

SECTION VII: EOA CONTRACTUAL DECLARATION FORMS

PART III: CMSD AFFIRMATIVE ACTION PROGRAM: VENDOR CONTRACT COMPLIANCE, PROCEDURES, AND GUIDELINES

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

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

A. SUBMISSION OF VENDOR EMPLOYMENT PRACTICE REPORT

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

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

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

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

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

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

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

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

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

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

B. EVALUATION OF COMPLIANCE DATA

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

C. AFFIRMATIVE ACTION PLAN

1. Vendor found not in compliance with the District's equal employment opportunity standards are expected to develop and implement affirmative action programs if they expect to be eligible to successfully propose for District contracts.
2. While it is the vendor's responsibility to develop an affirmative action program which will result in equal employment opportunity for persons from all sectors of the community, the Officer in Charge of the Diversity Program may refer prospective proposers to resources which may be of assistance in developing affirmative action programs.
3. In the event that a vendor who has been awarded a District contract does not make satisfactory progress toward goals in the affirmative action program, the District will no negotiate a new contract until the vendor assures the Diversity Officer that significant progress will be made.

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

1. Vendor fails to submit completed and signed EEO documents with proposal or other requested information in a timely manner.

2. The vendor is found not to be in compliance with EEO laws, regulations and District policy, and does not have an acceptable Affirmative Action Program, or if the vendor has an acceptable Affirmative Action Program but the Diversity Officer determines the vendor has not made satisfactory progress toward goals in the plan and shows no promise of achieving the goals.
3. Any inconsistencies of misrepresentation of the facts in any of the requested information designed to portray the vendor in a more favorable position with respect to Equal Employment Opportunity Compliance will be grounds for cancellation of the contract by the Purchasing Director upon recommendation by the Diversity Officer and confirmation by the Cleveland Municipal School District.

**SECTION VII: EOA CONTRACTUAL DECLARATION 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: _____

SECTION VII: EOA CONTRACTUAL DECLARATION FORMS
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.

SECTION VII: EOA CONTRACTUAL DECLARATION FORMS

Please note this data may be obtained by visual survey or post-employment records. 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.																			
		ALL EMPLOYEES					MALES					FEMALES							
JOB CATEGORIES	TOTAL MALES & FEMALES	MALES	FEMALES	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	HISPANIC	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	ASIAN AMERICAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	HISPANIC						
OFFICIALS MGRS & SUPERVISORS																			
PROFESSIONALS																			
TECHNICIANS																			
SALES WORKERS																			
OFFICE/CLERICAL																			
CRAFTWORKERS (SKILLED)																			
OPERATIONS (SEMI-SKILLED)																			
LABORERS (UNSKILLED)																			
SERVICE WORKERS																			
APPRENTICES																			
TOTALS																			
ADDITIONAL INFORMATION (OPTIONAL)																			
Describe any other action 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 spece 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:											

SAMPLE: TERM AGREEMENT: DO NOT COMPLETE



Term Agreement – Providing General Supplies-Special Education

This Term Agreement is made and entered into by and between the Cleveland Metropolitan School District (the “District”), 1111 Superior Avenue E, Suite 1800, Cleveland, Ohio 44114 and Vendor Name, Vendor Address, City, State, Zip (the “Vendor”) for Providing General Supplies-Special Education “As Needed” Term Agreement Basis for the Cleveland Metropolitan School District

Vendor agrees to adhere to all terms and conditions contained within the specifications and documentation of RFP #21183 and fully understands that their services and/or products will be based on an “as needed” basis according to the Proposal Form(s) submitted by the Vendor.

The Cleveland Metropolitan School District does not commit to any specific dollar figure or quantity amount being awarded to the Vendor for this Term Agreement or possible renewal periods. If Vendor is providing a specific service, vendor agrees to maintain all required insurance, without interruption, during the period of this Term Agreement.

The term of this agreement will begin on July 1, 2016 through June 30, 2017 with two (2) renewal options. The First Renewal Option is for the 17-18 School Year (July 1, 2017 through June 30, 2018). The Second Renewal Option is for the 18-19 School Year (July 1, 2018 through June 30, 2019). These renewal options will be under the same terms and conditions as the current contract year and at the discretion of the District. This term agreement automatically renews at the increased percentage rates for the 17-18 School Year and for the 18-19 School Year unless otherwise stated by the District.

Initial Term Agreement rates and/or prices and renewal option rates and/or prices are listed in Attachment “A”, vendors submitted cost proposal, included and made a part herein. Vendor further agrees and understands that all pricing submitted with their proposal is non-negotiable, including renewal option periods.

Either party may cancel this Term Agreement by giving a thirty (30) day written notice to the other party.

Insurance – Vendor, at all times during the term of this Agreement, shall, at its sole cost and expense, obtain and keep in full force and effect:

Commercial General Liability – Including limited contractual liability	\$1,000,000.00 Limit of Liability (per occurrence)
Umbrella/Excess Liability – With respect to the Commercial General Liability	\$1,000,000.00/\$2,000,000.00 (per occurrence/in the aggregate)

Automobile Liability – Including non-owned and hired	\$1,000,000.00 Limit of Liability (per occurrence)
Workers Compensation	Workers compensation and employer’s insurance to the full extend as required by law

All insurance policies shall be issued by an insurance company licensed to do business in the State of Ohio, and is satisfactory to the District, and contains an additional insured policy endorsement name with District as an additional insured.

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

- a. Vandalism damage is defined as damage resulting from criminal conduct for which an individual may (but not necessarily) b prosecuted under the Ohio Revised Code.

Indemnification and Hold Harmless – The Vendor 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 Vendor or its employees, officers, or agents, in the course of the Vendor’s performance of this Agreement or the Vendor’s failure to perform. This indemnification and hold harmless obligation survives the term of this Agreement.

No Damages for Delay - The District shall not be held responsible for any loss, damage, costs, or expenses sustained by the Vendor 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 Vendor.

Criminal Background Check - Vendor 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 Vendor to the District at vendor’s expense.

Damage to Buildings, Equipment, and Vegetation - The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the District premises. If the Vendor’s failure to use reasonable care causes damage to any District property, the Vendor shall replace or repair the damage at no expense to the District as the District directs. If the Vendor fails or refuses to make such repair or replacement, the Vendor shall be liable for the cost, which may be deducted from the contract price.

Default – Any of the following events constitute default by the Vendor

- a. Non-performance of any term, covenant, or condition of this Agreement by Vendor within the time period
- b. Any act of insolvency by Vendor or the filing of any petition under any bankruptcy, reorganization, insolvency, receivership, or moratorium law, or any law for the relief of or relation to debtors
- c. Failure of vendor to pay a third party(ies) resulting in any claim(s) against the District or the filing of Liens on Public funds

Effect of Default – In the event of any default by Vendor, 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 Vendors default
- c. Cure the default and obtain reimbursement from Vendor
- d. Exercise any other rights available to it in law or equity

Miscellaneous -

- a. Vendor 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 Vendor'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 vendor 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.

Conflict of Interest - The Vendor represents that he/she is not an employee or board member of the Cleveland Metropolitan School District. The Vendor further represents that no employee or board member of the Cleveland Metropolitan School District has any ownership interest in or fiduciary duties to the Vendor or any of its parent affiliations and is not on the board of directors of the Vendor or hold any officer position with the Vendor. 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 Vendor or any of its parent affiliations and are not on the board of directors of the Vendor or hold any officer position with the Vendor.

Agreed to and signed this ____ day of _____, 2016

VENDOR NAME

_____ Title

CLEVELAND METROPOLITAN SCHOOL DISTRICT

_____ Date
Chief Operating Officer

_____ Date
Chief Financial & Administrative Officer

Approved to as Form: _____ Date
Chief Legal Counsel



REQUEST FOR PROPOSALS #21183

General Supplies-Special Education

PART II: SPECIFICATIONS AND RFP DOCUMENTS

SECTION A: PROPOSAL PROCESS

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

- Posting of RFP on CMSD Procurement webpage
- Notice in local newspaper regarding RFP posting
- Vendor submission of written questions
- On-line publication of written questions and responses
- Issuance of addendum, as necessary
- Receipt of vendors' intent to propose or not propose
- Receipt of proposals at CMSD
- Evaluation Committee review
- Notification of proposal award to selected vendor(s) and notification of non-award to other vendors
- Contract negotiation(s) with selected vendor(s)
- Contract finalization with selected vendor, final signatures obtained

All questions must be written and directed to **denyse.hirsch@clevelandmetroschools.org**. All questions received and responses thereto will be distributed via the District's website and to all vendors expressing intent to propose.

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

SECTION B: PROPOSAL REQUIREMENTS

The specifications for RFP #21183 are described below. Vendors are required to provide the information below as well as complete the Compliance Section Part I (Purchasing Documents). The narrative part of the proposals must present the following information and be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked.

Proposal responses are to be divided into sections as follows:

1. Transmittal Cover Letter-prepare a letter transmitting the proposal on business letterhead. The letter should identify the business name, phone number, and business web address along with the name, phone number and email address of the key contact person. The letter must have the signature of a person with authority to obligate the business. The transmittal letter shall also contain a statement that the proposal is a firm offer for a ninety (90) day period.
2. A completed set of Required Purchasing Division documents set forth in Part 1 of this RFP.
3. General Information Section
 - a. **Executive summary:** Information about the firm's history, structure, organizational metrics, and qualifications for fulfilling CMSD's requirements
 - b. **Business Health:** information about the firm's financial structure and viability, particularly as it relates to fulfilling a multiple year agreement.
 - c. **Experience and expertise:** information about the firm's current and previous contracts, particularly those with organizations similar to CMSD.
 - d. General narratives about at least two clients using services similar to those being proposed for CMSD
 - e. **Management support services:** information about staff, project, issue, performance, quality, and risk management methodology.
 - f. **Security:** information about the firm's policies, practices, and standards for maintaining the confidentiality and integrity of client's data, intellectual property, and trade secrets.
 - g. **Risks:** firm's evaluation of the greatest challenges and risks associated with the particular services and suggestions for mitigating risk
 - h. **Dispute resolution:** information about the firm's standard dispute resolution methodologies.

4. Technical Section

The Technical Section of the proposal shall specifically address the manner in which the proposer will meet the minimum terms present in the RFP. Proposer shall address the quantitative and qualitative resources to the accomplishment of these requirements as listed below. The proposal shall provide enough information so

that the evaluators will be able to determine the proposer's ability to meet each requirement set forth below. Simply paraphrasing the RFP statement of requirements will not be sufficient data for the evaluation and may be considered as a non-responsive proposal response.

SECTION C: GENERAL INFORMATION

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

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

SECTION D: VENDOR PROFILE

The primary attributes the District seeks in a vendor include:

- Demonstrated experience and success of vendor in providing Parent University Workshops in Schools and at District Wide Events for Parents
- Responsiveness to specifications and an understanding of District needs.
- Capacity & resources to perform the services described in the RFP.
- Availability and flexibility when it comes to meeting District needs.
- Ability to utilize local resources to meet CMSD medical supply needs and balance price of the services with overall benefit to community.

SECTION E: CONTRACT PERIOD & AWARD

The term of this agreement will begin on July 1, 2016 through June 30, 2017 with two (2) renewal options. The First Renewal Option is for the 17-18 School Year (July 1, 2017 through June 30, 2018). The Second Renewal Option is for the 18-19 School Year (July 1, 2018 through June 30, 2019). These renewal options will be under the same terms and conditions as the current contract year and at the discretion of the District. This term agreement automatically renews at the increased percentage rates for the 17-18 School Year and for the 18-19 School Year unless otherwise

stated by the District. The initial contract term start date (July 1) is subject to change at the discretion of the District with written notice to the awarded vendor(s).

SECTION F: EVALUATION CRITERIA

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

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

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

1. Price of eligible products and services (35%)
2. Prior experience providing services (20%)
3. Quality of Services and Understanding District Needs (25%)
4. References (20%)

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

SECTION G: SPECIFICATIONS

Overview

The Cleveland Metropolitan School District is seeking professionals from qualified companies for furnishing and delivering medical supplies on an “as needed” basis to various CMSD facilities for the 17-18 year with options to renew. The District reserves the right to award to multiple vendors and is seeking line item pricing as well as an across the board catalog Discount off of current vendor pricing.

Vendors are not required to submit pricing for all items listed but must use the Proposal Form contained with the RFP.

General Specifications

- The proposed prices must be based on the container sized listed on the Proposal Form
- Pricing must include shipping and handling and any other related charges
- Invoices must not contain sales tax. A tax exempt certificate will be provided to the awarded vendor(s) upon request
- Company name and name of person completing the form must be listed on all Proposal Forms.

Delivery/Return Specifications

- Deliveries must be made during the school day
- No deliveries on District holidays
- The District will bear no additional cost for the receipt of damaged merchandise, restocking, or the return of merchandise that does not meet the intended need
- Full refunds only. Credits will not be accepted
- Deliveries must be F.O.B. to addresses listed in Attachment A. The District reserves the right to add or remove delivery sites during the duration of the RFP term.
- All prices of stock and non-stock items must be inclusive of freight charges from the manufacturer to the awarded vendor and/or to the ordering department.
- Delivery of items in stock must be made within forty-eight (48) hours after the vendor receives the order. Delivery of non-stocked items must be within the Manufacturer’s quoted lead time.
- All merchandise is to be acknowledged by signature upon delivery. A minimum of four (4) copies must be recorded:
 - Vendor Copy
 - Special Education Department Copy
 - CMSD Accounting Department Copy
 - Receiver Copy

SECTION F: COST PROPOSAL FORM

The undersigned proposes to provide General Supplies-Special Education 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 on July 1, 2016 through June 30, 2017 with two (2) renewal options. The First Renewal Option is for the 17-18 School Year (July 1, 2017 through June 30, 2018). The Second Renewal Option is for the 18-19 School Year (July 1, 2018 through June 30, 2019). These renewal options will be under the same terms and conditions as the current contract year and at the discretion of the District. 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.

Item Description	Size	Price Per Unit	Price Per Case	Case Size
Vinyl Gloves- Powder Free 100 per box	All Sizes			
Peri Wash	8 oz.			
Disposable Underpads	Minimum 23x36			
Petroleum Jelly	Packets			
Hand Sanitizer Pump Bottles	12 oz.			

Hand Sanitizer Pump Bottles	64 oz.			
Sanitizer Refill	1 Gal.			
Dial Soap Pump Bottles	12 oz.			
Dial Soap	1 Gal.			
Personal Washcloths – Pre-Moistened	9 ½" x 11 ½"			
Baby Wipes - Unscented				
Facial Tissue				
Germicidal Deodorizer (Aerosol Can)	14 oz.			
Male Plastic Urinals	1000 cc			
Pull On Disposable Training Pants	All Sizes			
Pull On Disposable Training Pants	Medium			

EPA Approved Wipes for Hard Surfaces for High Level Disinfectant				
EPA Approved Spray Cleaner for High Level Disinfectant				
Plastic Cups	3 oz.			
Fitted Briefs Tab Style	All Sizes			
Heavy Duty Washcloths	All Sizes			

Catalog/ Manufacturer Pricing

Please indicate if a Catalog or Manufacturer Price List Discount is proposed below. Vendors wishing to offer a discount off of more than one catalog may submit multiple forms.

Catalog/Price list
Name/Number: _____

Initial Term Agreement – July 1, 2016 – June 30, 2017

Overall Catalog Discount: _____%

Single Percentage Under List Price: _____%

Renewal Option 1 – July 1, 2017 – June 30, 2018

Overall Catalog Discount: _____%

Single Percentage Under List Price: _____%

Renewal Option 2 – July 1, 2018 – June 30, 2019

Overall Catalog Discount: _____%

Single Percentage Under List Price: _____%

Renewal Period Increases

Vendors must indicate price increases for renewal periods as a flat percentage to be applied to all items across the board. This percentage will be automatically applied to all line items submitted above and will not apply to overall catalog discount or single percentage under list price. Requests to increase pricing beyond the proposed percentage must be submitted to the District in writing 30 days prior to the time of renewal for consideration.

Renewal Option 1 – July 1, 2017 – June 30, 2018

Price Increase: _____%

Renewal Option 2 – July 1, 2018 – June 30, 2019

Price Increase: _____%

Vendors must complete the signatory requirement below

COMPANY NAME: _____

REPRESENTATIVE: _____
PRINT (TITLE)

SIGNATURE: _____

ADDRESS: _____

CITY: STATE: _____

TELEPHONE: () _____ FAX NO: () _____

E-MAIL ADDRESS: _____

DATE: _____

Attachment A: Delivery Sites

School Name	Address
Adlai E. Stevenson	18300 Woda Ave 44122
Alfred A. Benesch	5393 Quincy Avenue 44104
Almira	3375 West 99th Street 44102
Andrew J. Rickoff	3500 E 147th St 44120
Anton Grdina	2955 E 71st St 44104
Artemus Ward	4315 W 140th St 44135
Bard High School Early College	13501 Terminal Ave 44111
Benjamin Franklin	1905 Spring Rd 44109
Bolton	9803 Quebec Ave 44106
Buhrer Dual Language	1600 Buhrer Ave 44109
Campus International North CSU Cole Center	3100 Chester Ave 44115 K-4-plus South Campus-3000 Euclid Ave.
Case	4050 Superior Ave 44103
Charles Dickens	13013 Corlett Ave 44105
Charles A. Mooney	3213 Montclair Ave 44109
Charles W. Eliot	15700 Lotus Dr 44128
Clara E. Westropp	19101 Puritas Ave 44135
Clark	5550 Clark Ave 44102
John Hay	2075 Stokes Blvd 44106
Cleveland H. S. for Digital Arts	1440 Lakeside Avenue 44114
Cleveland School of the Arts--7th- 12th New School	2064 Stearns Road 44106
Collinwood Head Principal	15210 St Clair Ave 44110
Daniel E. Morgan	8912 Morris Court 44106
Denison	3799 W 33rd St 44109
Design Lab Early College	1740 East 32nd St. 44114
Dike School of the Arts	2501 E. 61st Street 44104

Attachment A: Delivery Sites

Douglas MacArthur Girls' Leadership Academy	4401 Valleyside Rd 44135
East Clark	885 E 146th St 44110
East Tech High School	2439 E 55th St 44104
Eagle Academy (JFK) 9th-10th Grade	13604 Christine Avenue 44105
Euclid Park	17914 Euclid Ave 44112
Facing History New Tech High School	3213 Montclair Ave, 3rd Fl, 44109
Franklin D. Roosevelt	800 Linn Dr 44108
Fullerton	5920 Fullerton Ave 44105
Garfield	3800 W 140th St 44111
Garrett Morgan School of Science	4016 Woodbine Ave 44113
George Washington Carver	2200 E. 55th St 44104
Ginn Academy	655 East 162nd St 44110
Glenville High School	650 E 113th St 44108
H. Barbara Booker	2121 W 67th St 44102
Hannah Gibbons-STEM	1401 Larchmont Rd 44110
Harvey Rice	2730 E 116th St 44120
Iowa-Maple	12510 Maple Ave 44108
James Ford Rhodes	5100 Biddulph Ave 44144
Jane Addams Business Careers Cntr.	2373 E 30th St 44115
John Adams High School	3817 Martin Luther King Jr Dr 44105
John F. Kennedy High School	17100 Harvard Ave 44128
John Marshall High School--11 & 12th	3952 West 140th Street 44111
Joseph M. Gallagher	6601 Franklin Blvd 44102
Kenneth W. Clement	14311 Woodworth Rd 44112

Attachment A: Delivery Sites

Lincoln West High School	3202 W. 30th St. 44109
Louis Agassiz	3595 Bosworth Rd 44111
Louisa May Alcott	10308 Baltic Rd 44102
Luis Munoz Marin	1701 Castle Ave 44113
Marion C. Seltzer	1468 W 98th St 44102
Marion-Sterling	3033 Central Ave 44115
Martin Luther King Jr Campus Health Careers Center	1651 E 71st St 44103
Mary B. Martin	8200 Brookline Ave 44103
Mary M. Bethune	11815 Moulton Ave 44106
Max S. Hayes High School	2211 W. 66th Street 44102
McKinley	3349 W 125th St 44111
Memorial	410 E 152nd St 44110
Michael R. White	1000 E 92nd St 44108
Miles	11918 Miles Avenue 44105
Miles Park	4090 E 93rd St 44105
Mound	5935 Ackley Rd 44105
Nathan Hale	3588 Martin Luther King Jr 44105
Newton D. Baker School of Arts	3690 W 159th St 44111
Oliver H. Perry	18400 Schenely Ave 44119
Orchard School of Science	4200 Bailey Avenue 44113
PACT (JFK) 9th, 10th Grade	13604 Christine Avenue 44105
Patrick Henry	11901 Durant Ave 44108
Paul Dunbar	2159 W. 29th St., 44113
Riverside	14601 Montrose Ave 44111
Robert H. Jamison	4092 E 146th St 44128
Robinson G. Jones	4550 W 150th St 44135
School of One @ Nathaniel Hawthorne	3575 W. 130th, 44102

Attachment A: Delivery Sites

Scranton	1991 Barber Ave 44113
SuccessTech Academy	1440 Lakeside Ave, 3rd Fl, 44114
Sunbeam	11731 Mt Overlook Ave 44120
Thomas Jefferson International Newcomers Academy	3145 W 46th St 44102
Tremont Montessori	2409 W 10th St 44113
Valley View Boys' Leadership Academy	17200 Valleyview Ave 44135
Wade Park	7600 Wade Park Ave 44103
Walton	3409 Walton Ave 44113
Warner Girls' Leadership Academy	8315 Jeffries Ave 44105
Washington Park Environmental Studies	3875 Washington Pk Blvd 44105
Watterson-Lake	1422 W 74th St 44102
Waverly	4615 Woodbine Ave.
Whitney M. Young Leadership Academy	17900 Harvard Ave 44128
Wilbur Wright	11005 Parkhurst Dr 44111
William Cullen Bryant	3121 Oak Park Ave 44109
Willow	5004 Glazier Ave 44127
Willson	1126 Ansel Rd 44108